


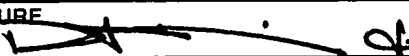
Washington Dept. of Ecology

# Cooperative Agreement #1

Upper Columbia River Site



1429424

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		ASSISTANCE ID NO.			<b>DATE OF AWARD</b> 02/09/2007  <b>MAILING DATE</b> 02/16/2007  <b>ACH#</b> 0711AR - 1 X0060 <b>PI 6:03</b>
			PRG	DOC ID	AMEND#	
			V -	96048301	- 0	
			TYPE OF ACTION New			
RECIPIENT TYPE: State			Send Payment Request to: Las Vegas Finance Center FAX # 702-798-2423			
RECIPIENT: WA Dept of Ecology P.O. Box 47600 Olympia, WA 98504-7600 EIN: 91-6001063			PAYEE: WA Dept of Ecology P.O. Box 47615 Olympia, WA 98504-7615			
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST		
John Roland 4601 N. Monroe St. Spokane, WA 99205 E-Mail: jrol461@ecy.wa.gov Phone: (509) 329-3581		Kevin Rochlin 1200 Sixth Avenue, ECL-111 Seattle, WA 98101 E-Mail: Rochlin.Kevin@epamail.epa.gov Phone: 206-553-2106		Bob Phillips Grants Administration Unit, OMP-145 E-Mail: Phillips.Bob@epa.gov Phone: 206-553-6367		
<b>PROJECT TITLE AND DESCRIPTION</b> WDOE - Upper Columbia River Project The work done under this Cooperative Agreement will provide EPA with state perspective on issues related to the Upper Columbia River Superfund Site. State personnel will be reviewing and providing comments on documents and attending and participating in meetings in support of EPA's oversight activities.  This award approves the proposed work plan and provides partial EPA funding for the approved project budget.						
BUDGET PERIOD 02/15/2007 - 02/14/2011		PROJECT PERIOD 02/15/2007 - 02/14/2011		TOTAL BUDGET PERIOD COST \$400,000.00		TOTAL PROJECT PERIOD COST \$400,000.00
<b>NOTICE OF AWARD</b>  Based on your application dated 12/14/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$100,000. EPA agrees to cost-share 25.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$100,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)				AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS				ORGANIZATION / ADDRESS		
EPA Region 10 Mail Code: OMP-145 1200 Sixth Avenue Seattle, WA 98101				U.S. EPA, Region 10 Office of Environmental Cleanup 1200 Sixth Avenue Seattle, WA 98101		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Armina K. Nolan, Manager - Grants Administration Unit			DATE 02/09/2007	
<b>AFFIRMATION OF AWARD</b> BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE 		TYPED NAME AND TITLE Mr. Jay Manning, Director			DATE 2/22/07	

96048301 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 100,000	\$ 100,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 100,000	\$ 100,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
UCR	0710QSG003	07	TR2	10Q0XEM	302DD2E	4185	10EMMA00	C003	100,000
									100,000

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$230,300
<b>2. Fringe Benefits</b>	\$57,576
<b>3. Travel</b>	\$0
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$0
<b>6. Contractual</b>	\$0
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$0
<b>9. Total Direct Charges</b>	\$287,876
<b>10. Indirect Costs: % Base</b>	\$112,124
<b>11. Total (Share: Recipient <u>75.00</u> % Federal <u>25.00</u> %.)</b>	\$400,000
<b>12. Total Approved Assistance Amount</b>	\$100,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$100,000
<b>15. Total EPA Amount Awarded To Date</b>	\$100,000

## **Administrative Conditions**

### **1. Payment Information**

All recipients must be enrolled to receive funds electronically via the EPA-EFT Payment Process. This electronic funds transfer process was initiated by EPA in response to the Debt Collection Improvement Act of 1996, P.L. 104-134 that requires all federal payments be made via Direct Deposit/Electronic Funds Transfer(DD/EFT). By signing the assistance agreement you are agreeing to receive payment electronically.

**In order to receive payments electronically, the ACH Vendor/ Miscellaneous Payment Enrollment Form (SF3881) must be completed and faxed to Marge Pumphrey at (702) 798-2423.**

After reviewing and processing the SF3881, the Las Vegas Finance Center (LVFC) will send you a letter assigning you an EFT Control Number, an EPA-EFT Recipient's Manual, and the necessary forms for requesting funds and reporting purposes.

If you need further assistance regarding enrollment, please contact Marge Pumphrey at (702) 798-2492 or by e-mail to: [pumphrey.margaret@epa.gov](mailto:pumphrey.margaret@epa.gov).

**Any recipient currently using the Automated Standard Application for Payments (ASAP) system with another government agency should contact Marge Pumphrey at (702) 798-2492 or e-mail to: [pumphrey.margaret@epa.gov](mailto:pumphrey.margaret@epa.gov).**

Under any of the above payment mechanisms, recipients may request/draw down advances for their immediate cash needs, provided the recipient meets the requirements of 40 CFR 30.22(b) or 40 CFR 31.21(c), as applicable. Additionally, recipients must liquidate all obligations incurred within 90 calendar days of the project period end date. Therefore, recipients must submit the final request for payment, and refund to EPA any balance of unobligated cash advanced within 90 calendar days after the end of the project period.

### **2. Cost Principles/Indirect Costs Included (State Agencies & Indian Tribal Governments)**

The cost principles of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," is applicable, as appropriate, to this award.

#### **STATE AGENCIES:**

If the recipient does not have a previously established indirect cost rate, it agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan and in accordance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments."

If EPA is the cognizant federal agency, the state recipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

#### **Regular Mail**

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, MC 3802R  
Washington, DC 20460

#### **Mail Courier (e.g. FedEx, UPS, etc.)**

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
US Environmental Protection Agency  
1300 Pennsylvania Avenue, NW, 6th floor  
Bid and Proposal Room Number 61107  
Washington, DC 20004

Recipients are entitled to reimbursement of indirect costs, if they have a current rate agreement, or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without EPA approval.

Pursuant to 40 CFR 31.26, a recipient agrees to comply with the audit requirements prescribed in the Single Audit Act Amendments, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

***INDIAN TRIBAL GOVERNMENTS:***

Pursuant to OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," Indian tribal government recipients that do not have a previously established indirect cost rate must submit their indirect cost rate proposals to:

National Business Center  
Indirect Cost Services  
U.S. Department of the Interior  
2180 Harvard Street, Suite 430  
Sacramento, CA 95815-3317

Recipients are entitled to reimbursement of indirect costs, if they have a current rate agreement, or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without EPA approval.

**3. Financial Status Reports (FSRs) and Federal Cash Transactions Reports**

**INTERIM FSR**

If the budget period is longer than one year, or if the agreement is revised to extend the budget period beyond one year, the recipient must submit an annual FSR within 90 days after the end of each anniversary of the agreement. **The interim report may be faxed to (206) 553-4957 or mailed to:**

US Environmental Protection Agency  
Grants Administration Unit  
1200 Sixth Avenue, OMP-145  
Seattle, WA 98101

For agreements with multiple budget activities, separate FSRs must be provided for each of the activities, sites, or budgets, as applicable.

**FINAL FSR**

The Financial Status Report (FSR), Standard Form 269A (or Standard Form 269 if program income is generated), for this award is due to EPA no later than 90 days after the budget period expires.

**FEDERAL CASH TRANSACTIONS REPORTS**

The recipient will provide timely reporting of cash disbursements and balances through semi-annual submission (within fifteen (15) days after June 30 and December 31 of each calendar year) of a Federal Cash Transactions Report (SF-272).

**The Final FSR and Federal Cash Transactions Reports may be faxed to (702) 798-2423 or mailed to:**

US Environmental Protection Agency  
Las Vegas Finance Center  
P.O. Box 98515  
Las Vegas, NV 89193-8515

For additional information, please contact Marge Pumphrey at (702) 798-2492 or email: [Pumphrey.Margaret@epa.gov](mailto:Pumphrey.Margaret@epa.gov).

EPA may take enforcement actions in accordance with 40 CFR 30.62 or 40 CFR 31.43 if the recipient does not comply with this term and condition.

#### 4. Audit Requirements

The recipient agrees to comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

#### 5. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

#### 6. Recycled Paper

##### **ALL APPLICANTS:**

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

##### **STATE AGENCIES AND POLITICAL SUBDIVISIONS:**

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

##### **STATE AND LOCAL INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND NON-PROFIT ORGANIZATIONS:**

Pursuant to 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

#### 7. Lobbying

##### **ALL RECIPIENTS:**

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

##### **PART 30 RECIPIENTS:**

All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

## **8. Lobbying and Litigation**

### **ALL RECIPIENTS:**

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate*, within 90 days after the end of project period.

Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

**Certification (EPA Form 5700-53) must be submitted to the EPA Region 10, Grants Administration Unit, 1200 Sixth Avenue, OMP-145, Seattle, WA 98101.**

## **9. Suspension and Debarment**

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## **10. Drug-Free Workplace Certification for all EPA Recipients**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html).

## **11. Small and Disadvantaged Business Utilization Requirements (Non-SRF Recipients)**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

(a) The recipient accepts the applicable FY2007 Minority Business Enterprise (MBE)/Womens' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by your organization or the Washington Office of Minority and Women's Business Enterprises as follows:

Purchased Goods:	8% MBE	4% WBE
Purchased Services:	10% MBE	4% WBE



(b) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

(c) The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

(d) The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR 30.44(b), 40 CFR 31.36(e), or 40 CFR 35.6580, as appropriate, and retain records documenting compliance.

(e) The recipient agrees to submit an EPA form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" as follows:

For grants awarded under 40 CFR Part 35, Subpart A (refer to the Regulatory Authority box shown in the middle of Page 2 of the Assistance Agreement/Amendment), reports are due annually by October 30 of each year (covers the Federal Fiscal Year October 1 - September 30).

For Assistance Agreements/Amendments with institutions of higher education, hospitals and other non-profit organizations awarded under the Regulatory Authority of 40 CFR Part 30, reports are due annually by October 30 of each year (covers the Federal Fiscal Year October 1 - September 30).

**Grants awarded under any other Regulatory Authority are due Quarterly. These reports are due beginning with the Federal Fiscal Year quarter the recipient receives the award and continuing until the project period ends. These reports must be submitted within 30 days of the end of the Federal Fiscal Quarter (due dates are January 30, April 30, July 30, and October 30).**

**All reports must be submitted to the EPA Region 10, Grants Administration Unit, OMP-145, 1200 Sixth Avenue, Seattle, WA 98101. For further information, please contact Valerie Badon at (206) 553-1141, email: [Badon.Valerie@epa.gov](mailto:Badon.Valerie@epa.gov).**

(f) If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these term and conditions.

## **12. Small Business in Rural Areas (SBRA)**

If a contract is awarded under this assistance agreement, the recipient is also required to utilize the following affirmative steps:

(a) Place SBRA's on solicitation lists.

(b) Make sure that SBRA's are solicited whenever there are potential sources.

(c) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's.

(d) Establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRA's.

(e) Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

(f) Require the contractor to comply with the affirmative steps outlined above.

There is no formal reporting requirement for SBRA's at this time; it is recommended that the recipient keep records of SBRA participation.

### **13. Availability of Funds**

The recipient understands that additional funds may be awarded under this assistance agreement, subject to availability of additional appropriated funds. EPA's approval of the work plan, budget, and project/budget periods does not constitute an EPA commitment to provide funds in excess of the amount currently funded in this agreement.

Note: The share percentages currently shown in the Table A budgets and page one of this agreement are electronically calculated based on the current EPA funding amount and total project cost. The percentage will change if and when additional EPA funding is provided by assistance amendment.

## **Programmatic Conditions**

### **1. Quarterly Performance Reports**

The recipient shall submit quarterly performance reports, which are due 30 calendar days after the end of each Federal fiscal quarter. (Federal fiscal quarters end the last day of March, June, September, and December.) Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 40 CFR Part 35.6650, as appropriate, the recipient agrees to submit performance reports that include brief information on each of the following areas:

- (a) an explanation of work accomplished during the reporting period, delays, or other problems, if any, and a description of the corrective measures that are planned. For pre-remedial Cooperative Agreements, the report must include a list of the site-specific products completed and the estimated number of technical hours spent to complete each product.
- (b) a comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies.
- (c) a comparison of the estimated funds spent to date to planned expenditures and an explanation of significant discrepancies. For remedial, enforcement, and removal reports, the comparison must be on a per task basis.
- (d) an estimated of the time and funds needed to complete the work required in the Cooperative Agreement, a comparison of that estimate to the time and funds remaining, and a justification for any increase.

In addition to the quarterly performance reports, the recipient shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. In accordance with 40 CFR Part 35.6655, as appropriate, the recipient agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

### **2. Final Performance Report**

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award. The report shall be submitted to the EPA Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. If inappropriate, the EPA Project Officer may waive the requirement for a final performance report after completion of the project.

### **3. Revisions to the Site Budgets (ONLY apply to multiple Sites funded )**

Each site has a separate budget. To move costs between site budgets (i.e. from X to Y), the recipient must formally request that the budgets be changed and provide revised budgets for both sites and revised

scope of work if required. This revision must be approved via amendment to this agreement.

#### **4. Work Plan**

Work under this agreement should be completed in accordance with the approved work plans submitted with the applications dated December 14, 2006.

#### **5. Quality Assurance Requirements**

Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within 30 days of the acceptance of this agreement or another date as negotiated with the EPA Project Officer. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document. (See 40 CFR 30.54 or 31.45, as appropriate.) Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <http://www.epa.gov/ogd/grants/assurance.htm>.

Application for Federal Assistance SF-424

Version 02

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

\* 5b. Federal Award Identifier:

RECEIVED  
GRANTS UNIT  
06 DEC 8 PM 3:01

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name: Washington State Department of Ecology

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

91-6001063

\* c. Organizational DUNS:

781347828

d. Address:

\* Street1:

PO Box 47600

Street2:

\* City:

Olympia

County:

Thurston

\* State:

WA

Province:

\* Country:

USA

\* Zip / Postal Code:

98504-7600

e. Organizational Unit:

Department Name:

Toxics Cleanup Program

Division Name:

Eastern Regional Office - Toxics Cleanup Program

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

\* First Name:

Katherine

Middle Name:

\* Last Name:

Scott

Suffix:

Title:

Contracts and Grants Officer

Organizational Affiliation:

\* Telephone Number:

360-407-7213

Fax Number:

360-407-7154

\* Email:

ksco461@ecy.wa.gov

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

A. State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

\* 10. Name of Federal Agency:

Environmental Protection Agency - Kevin Rochlin

11. Catalog of Federal Domestic Assistance Number:

66.802

CFDA Title:

Harzardous Susbstance Response Trust Fund

\* 12. Funding Opportunity Number:

\* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Stevens and Ferry Counties

\* 15. Descriptive Title of Applicant's Project:

Upper Columbia River (Lake Roosevelt) Settlement Agreement for Remedial Investigation and Feasibility Study by Teck Cominco American Inc/Teck Cominco Metals Ltd.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\* a. Start Date:

\* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$400,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$400,000.00"/>

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

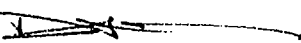
Authorized Representative:

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:   
by Patricia L. McLain, CFO

\* Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)  
Prescribed by OMB Circular A-102

**Application for Federal Assistance SF-424**

**Version 02**

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

# BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance	Estimated Unobligated Funds		New or Revised Budget		
	Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Hazardous Sub- stance Response Trust Fund	66.802	\$	\$	\$400,000	\$	\$400,000
2.						
3.						
4.						
5. Totals		\$	\$	\$400,000	\$	\$400,000

## SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) FY07	(2) FY08	(3) FY09	(4) FY10	
a. Personnel	\$57,575	\$57,575	\$57,575	\$57,575	\$230,300
b. Fringe Benefits	14,394	14,394	14,394	14,394	57,576
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	71,969	71,969	71,969	71,969	287,876
j. Indirect Charges	28,031	28,031	28,031	28,031	112,124
k. TOTALS (sum of 6i and 6j)	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000

7. Program Income	\$	\$	\$	\$	\$
Previous Edition Usable					

Authorized for Local Reproduction

Standard Form 424A (Rev. 7-97)  
Prescribed by OMB Circular A-102



**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$100,000	\$25,000	\$25,000	\$25,000	\$25,000
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$100,000	\$25,000	\$25,000	\$25,000	\$25,000

**SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges: Fringe Benefits are 25% of Direct Labor. Fringe Benefits include: Social Security, retirement & pensions, medical aid, industrial insurance, etc.	22. Indirect Charges: Ecology's approved indirect rate for FY07 is 38.95% of Direct Labor and Fringe Benefits.
---	--

23. Remarks:

## STATEMENT OF WORK

**Site Name:** Upper Columbia River (Lake Roosevelt)  
**Ecology Contact:** John Roland, Project Coordinator  
**EPA Region 10 Contact:** Kevin Rochlin, RPM  
**Performance Period:** July 1, 2006 – June 30, 2010

### I. PURPOSE

The purpose of this agreement is for the Environmental Protection Agency (EPA) to secure technical, administrative, and regulatory support from the Washington State Department of Ecology (Ecology) and other state entities (collectively referred to as the State) as necessary for assistance on the Remedial Investigation and Feasibility Study (RI/FS) work being conducted by Teck Cominco American Inc./Teck Cominco Metals Ltd. (TCM) under formal agreement with EPA.

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### IV. ANNUAL OVERSIGHT AND SPECIAL ASSISTANCE TASKS

The following tasks will be performed by Ecology for the period of performance of this Cooperative Agreement SOW:

#### Task 1: PROJECT MANAGEMENT

1. Coordinate State technical or policy input; provide timely, substantive comments as feasible. Provide State project coordinator. Coordinate staff technical comments. Provide coordination services with other state agencies,

including Department of Health and Washington Department of Fish and Wildlife.

2. Maintain up-to-date information regarding site activities through regular communications with the EPA Remedial Project Managers (RPMs). Work closely and collaboratively with the RPMs for RI/FS, interim and related cleanup actions. Perform as the primary contact with UCR regulatory stakeholders and TCM. As appropriate, participate in technology and policy meetings. Maintain Ecology project files.
3. Track State costs. Update SOW for Cooperative Assistance Agreement, as necessary.
4. Participate in Canadian and B.C. provincial coordination, including Trail Technical Advisory Committee (TAC) and the Columbia River Integrated Environmental Monitoring Program (CRIEMP).

Estimated Level of Effort - 360 hours

Labor Title	Hours	FTE
Section Manager	40	.019
Hydrogeologist 4	200	.096
Environmental Scientist 3	100	.048
Support Staff	<u>20</u>	<u>.010</u>
Total	360	.172

Task 2: COMMUNITY RELATIONS

1. Promote, assistance in coordinating, and assisting public outreach and community relations. This includes assisting with fact sheets, meetings, hearings, etc. Also included is participation with citizen groups such as the Lake Roosevelt Forum and Lake Roosevelt Water Quality Council, local governments and other community interest groups.

Estimated Level of Effort - 120 hours

Labor Title	Hours	FTE
Hydrogeologist 4	30	.014
Education/Outreach Spec.2	50	.024
Public Information Officer 4	20	.010
Support Staff	<u>20</u>	<u>.010</u>
Total	120	.058

Task 3: CONDUCT TECHNICAL AND REGULATORY REMEDIAL ACTION  
PARTICIPATION

1. Provide evaluation, comment, advisement, recommendations, define state requirements on planning documents, technical memoranda, site characterization materials, risk analyses, habitat considerations, pilot/treatability studies, remedial alternatives, engineering designs and any other associated correspondences and milestones as defined in tasks 1 through 8 of the 'Settlement Agreement" SOW.
2. Participate in meetings and conference calls to provide Ecology and State technical and policy involvement on cleanup issues.
3. Conduct field visits and field oversight. Potentially design and implement supplemental investigative activities.
4. Provide assistance and recommendations for removal or remedial actions as appropriate.
5. Assist and participate in multi-government cleanup coordinating technical advisory committees, as appropriate.
6. Assure compliance with Applicable, Relevant and Appropriate Requirements.
7. Involve and retain necessary technical resources at the state level.
8. Participate in and contribute to RI/FS dispute resolution.

Estimated Level of Effort - 1125 hours

Labor Title	Hours	FTE
Section Manager	35	.017
Hydrogeologist 4	620	.30
Environmental Specialist 3	350	.17
Environmental Engineer 3	100	.048
Support Staff	<u>20</u>	<u>.010</u>
Total	1125	.54

Task 4: UPPER COLUMBIA ASSOCIATED MINE, MILL, and SMELTER  
REMEDIAL ACTIVITIES

1. Aid in the planning, assessments, performance of interim actions and other remedial action activities associated with UCR tributaries from various mining and industrial sites within the watershed.

Estimated Level of Effort – 371 hours

Labor Title	Hours	FTE
Hydrogeologist 4	150	.072
Environmental Engineer 4	75	.036
Environmental Specialist 3	56	.027
Hydrogeologist 3	50	.024
Education/Outreach Specialist 2	20	.01
Support Staff	<u>20</u>	<u>.01</u>
Total	371	.18

V. TOTAL LEVEL OF EFFORT FOR BUDGET

Salary Classifications:

Labor Title	TOTAL HOURS	FTEs
Section Manager.	75	.036
Environmental Engineer 4	75	.036
Environmental Engineer 3	75	.036
Hydrogeologist 3	50	.024
Environmental Specialist 3	506	.242
Education/Outreach Specialist 2	70	.034
Hydrogeologist 4	1000.	.479
Support Staff	80	.038
Public Information Officer 4	<u>20</u>	<u>.010</u>
Total	1,951	0.93

Upper Columbia River (Lake Roosevelt) Superfund Cooperative Agreement					
Site Budgets for FY07-10, 7/1/06 - 6/30/10					
FY07 7/1/06 - 6/30/07					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
Upper Columbia River	Section Manager	70	0.034	\$78,540	\$ 2,631
	Environmental Engineer 4	75	0.036	\$ 78,756	\$ 2,827
	Environmental Specialist 3	500	0.239	\$ 48,036	\$ 11,503
	Environmental Engineer 3	75	0.036	\$ 71,328	\$ 2,562
	Hydrogeologist 4	1000	0.479	\$ 69,588	\$ 33,328
	Educ./Outreach Specialist 3	66	0.032	\$ 48,036	\$ 1,518
	Hydrogeologist 3	50	0.024	\$ 63,096	\$ 1,511
	Public Information Officer 4	20	0.010	\$ 63,096	\$ 604
	Support Staff	70	0.034	\$ 32,544	\$ 1,090
		1926	0.922		\$57,575
	BUDGET				
	Direct Labor				\$ 57,575
	Benefits (25% D.L.)				\$ 14,394
	Agency Indirect (38.95% D.L. + B.)				\$ 28,031
	TOTAL				\$ 100,000
FY08 7/1/07 - 6/30/08					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
Upper Columbia River	Section Manager	70	0.034	\$78,540	\$ 2,631
	Environmental Engineer 4	75	0.036	\$ 78,756	\$ 2,827
	Environmental Specialist 3	500	0.239	\$ 48,036	\$ 11,503
	Environmental Engineer 3	75	0.036	\$ 71,328	\$ 2,562
	Hydrogeologist 4	1000	0.479	\$ 69,588	\$ 33,328
	Educ./Outreach Specialist 3	66	0.032	\$ 48,036	\$ 1,518
	Hydrogeologist 3	50	0.024	\$ 63,096	\$ 1,511
	Public Information Officer 4	20	0.010	\$ 63,096	\$ 604
	Support Staff	70	0.034	\$ 32,544	\$ 1,090
		1926	0.922		\$57,575
	BUDGET				
	Direct Labor				\$ 57,575
	Benefits (25% D.L.)				\$ 14,394
	Agency Indirect (38.95% D.L. + B.)				\$ 28,031
	TOTAL				\$ 100,000

FY09 7/1/08 - 6/30/09					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
<b>Upper Columbia River</b>	Section Manager	70	0.034	\$78,540	\$ 2,631
	Environmental Engineer 4	75	0.036	\$ 78,756	\$ 2,827
	Environmental Specialist 3	500	0.239	\$ 48,036	\$ 11,503
	Environmental Engineer 3	75	0.036	\$ 71,328	\$ 2,562
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	Public Information Officer 4	20	0.010	\$ 63,096	\$ 604
	Support Staff	70	0.034	\$ 32,544	\$ 1,090
		1926	0.922		\$57,575
	<b>BUDGET</b>				
	Direct Labor				\$ 57,575
	Benefits (25% D.L.)				\$ 14,394
	Agency Indirect (38.95% D.L. + B.)				\$ 28,031
	<b>TOTAL</b>				\$ 100,000
FY10 7/1/09 - 6/30/10					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
<b>Upper Columbia River</b>	Section Manager	70	0.034	\$78,540	\$ 2,631
	Environmental Engineer 4	75	0.036	\$ 78,756	\$ 2,827
	Environmental Specialist 3	500	0.239	\$ 48,036	\$ 11,503
	Environmental Engineer 3	75	0.036	\$ 71,328	\$ 2,562
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	Direct Labor				\$ 57,575
	Benefits (25% D.L.)				\$ 14,394
	Agency Indirect (38.95% D.L. + B.)				\$ 28,031
	<b>TOTAL</b>				\$ 100,000

## KEY CONTACTS FORM

### For Washington State Department of Ecology

**Authorized Representative:** *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Patricia L. McLain  
 Title: Chief Financial Officer  
 Complete Address: PO Box 47600  
Olympia, WA 98504-7600  
 Phone Number: (360) 407-7005  
 Fax Number: (360) 407-6989  
 E-Mail Address: pmcl461@ecy.wa.gov

**Payee:** *Individual authorized to accept payments.*

Name: Gary M Zeiler  
 Title: Fiscal Manager  
 Complete Address: PO Box 47615  
Olympia, WA 98504-7615  
 Phone Number: (360) 407-7052  
 Fax Number: (360) 407-7153  
 E-Mail Address: gzei461@ecy.wa.gov

**Administrative Contact:** *Individual from Sponsored Program Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests, etc.).*

Name: Jack Glatz  
 Title: Budget Planner  
 Program: Toxics Cleanup Program  
 Complete Address: PO Box 47600  
Olympia, WA 98504-7600  
 Phone Number: (360) 407-7220  
 Fax Number: (360) 407-7154  
 E-Mail Address: jgla461@ecy.wa.gov

**Principal Investigator:** *Individual responsible for the technical completion of the proposed work.*

Name: John Roland  
 Title: Hydrogeologist 4, Project Lead  
 Program: Toxics Cleanup Program  
 Complete Address: 4601 N. Monroe Street  
Spokane, WA 99205  
 Phone Number: (509) 329-3581  
 Fax Number: (509) 329-3572  
 E-Mail Address: jrol461@ecy.wa.gov  
 Web URL: http://www.ecy.wa.gov/ecyhome.html





STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
TTY 711 or 800-833-6388 (for the speech or hearing impaired)

RECEIVED  
GRANTS UNIT  
05 DEC 18 PM 3:00

DEC 14 2006

Armina Nolan  
Manager  
US EPA - Region 10  
Grants Administration Unit  
MS: OMP - 145  
1200 Sixth AVE  
Seattle, WA 98101-1128

Dear Ms.Nolan:

RE: New Application  
Upper Columbia River Settlement Agreement with Teck Cominco American Inc.

Enclosed are an original and two copies of the grant application listed above. Please send any return documents to Gary Zeiler of the Fiscal Office.

Please direct any questions regarding this grant to Jack Glatz, Toxics Cleanup Program, at (360) 407-7220.

Sincerely,

Patricia L. McLain  
Chief Financial Officer

PM:lar (NAUpperColumbiaRiver.doc)

Enclosures (3)

By Certified Mail/Federal Express

cc: Fiscal Office (Master File)  
Jack Glatz, TCP  
Katherine Scott, TCP  
John Roland, TCP/ERO



Application for Federal Assistance SF-424

Version 02

\* 1. Type of Submission:

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

\* 2. Type of Application:

- ☒ New  
☐ Continuation  
☐ Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

RECEIVED  
GRANTS UNIT

06 DEC 18 PH 3:00

\* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

\* 5b. Federal Award Identifier:

11-960483-01

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

\* a. Legal Name: Washington State Department of Ecology

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

91-6001063

\* c. Organizational DUNS:

781347828

d. Address:

\* Street1:

PO Box 47600

Street2:

\* City:

Olympia

County:

Thurston

\* State:

WA

Province:

\* Country:

USA

\* Zip / Postal Code:

98504-7600

e. Organizational Unit:

Department Name:

Toxics Cleanup Program

Division Name:

Eastern Regional Office - Toxics Cleanup Program

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

\* First Name:

Katherine

Middle Name:

\* Last Name:

Scott

Suffix:

Title:

Contracts and Grants Officer

Organizational Affiliation:

\* Telephone Number:

360-407-7213

Fax Number:

360-407-7154

\* Email:

ksco461@ecy.wa.gov

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

A. State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

\* 10. Name of Federal Agency:

Environmental Protection Agency - Kevin Rochlin

11. Catalog of Federal Domestic Assistance Number:

66.802

CFDA Title:

Harzardous Susbstance Response Trust Fund

\* 12. Funding Opportunity Number:

\* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Stevens and Ferry Counties

\* 15. Descriptive Title of Applicant's Project:

Upper Columbia River (Lake Roosevelt) Settlement Agreement for Remedial Investigation and Feasibility Study by Teck Cominco American Inc/Teck Cominco Metals Ltd.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\* a. Start Date:

\* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="\$400,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$400,000.00"/>

*4 year of  
100/year under  
agreement*

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:   
by Patricia L. McLain, CFO

\* Date Signed:

**Application for Federal Assistance SF-424**

**Version 02**

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**Ecology Contact:** John Roland, Project Coordinator  
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Task 3: CONDUCT TECHNICAL AND REGULATORY REMEDIAL ACTION  
PARTICIPATION

1. Provide evaluation, comment, advisement, recommendations, define state requirements on planning documents, technical memoranda, site characterization materials, risk analyses, habitat considerations, pilot/treatability studies, remedial alternatives, engineering designs and any other associated correspondences and milestones as defined in tasks 1 through 8 of the 'Settlement Agreement' SOW.
2. Participate in meetings and conference calls to provide Ecology and State technical and policy involvement on cleanup issues.
3. Conduct field visits and field oversight. Potentially design and implement supplemental investigative activities.
4. Provide assistance and recommendations for removal or remedial actions as appropriate.
5. Assist and participate in multi-government cleanup coordinating technical advisory committees, as appropriate.
6. Assure compliance with Applicable, Relevant and Appropriate Requirements.
7. Involve and retain necessary technical resources at the state level.
8. Participate in and contribute to RI/FS dispute resolution.

Estimated Level of Effort - 1125 hours

Labor Title	Hours	FTE
Section Manager	35	.017
Hydrogeologist 4	620	.30
Environmental Specialist 3	350	.17
Environmental Engineer 3	100	.048
Support Staff	<u>20</u>	<u>.010</u>
Total	1125	.54

Task 4: UPPER COLUMBIA ASSOCIATED MINE, MILL, and SMELTER  
REMEDIAL ACTIVITIES

1. Aid in the planning, assessments, performance of interim actions and other remedial action activities associated with UCR tributaries from various mining and industrial sites within the watershed.

Estimated Level of Effort – 371 hours

Labor Title	Hours	FTE
Hydrogeologist 4	150	.072
Environmental Engineer 4	75	.036
Environmental Specialist 3	56	.027
Hydrogeologist 3	50	.024
Education/Outreach Specialist 2	20	.01
Support Staff	<u>20</u>	<u>.01</u>
Total	371	.18

V. TOTAL LEVEL OF EFFORT FOR BUDGET

Salary Classifications:

Labor Title	TOTAL HOURS	FTEs
Section Manager.	75	.036
Environmental Engineer 4	75	.036
Environmental Engineer 3	75	.036
Hydrogeologist 3	50	.024
Environmental Specialist 3	506	.242
Education/Outreach Specialist 2	70	.034
Hydrogeologist 4	1000	.479
Support Staff	80	.038
Public Information Officer 4	<u>20</u>	<u>.010</u>
<b>Total</b>	<b>1,951</b>	<b>0.93</b>

Upper Columbia River (Lake Roosevelt) Superfund Cooperative Agreement					
Site Budgets for FY07-10, 7/1/06 - 6/30/10					
FY07 7/1/06 - 6/30/07					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
Upper Columbia River	Section Manager	70	0.034	\$78,540	\$ 2,631
	Environmental Engineer 4	75	0.036	\$ 78,756	\$ 2,827
	Environmental Specialist 3	500	0.239	\$ 48,036	\$ 11,503
	Environmental Engineer 3	75	0.036	\$ 71,328	\$ 2,562
	Hydrogeologist 4	1000	0.479	\$ 69,588	\$ 33,328
	Educ./Outreach Specalist 3	66	0.032	\$ 48,036	\$ 1,518
	Hydrogeologist 3	50	0.024	\$ 63,096	\$ 1,511
	Public Information Officer 4	20	0.010	\$ 63,096	\$ 604
	Support Staff	70	0.034	\$ 32,544	\$ 1,090
		1926	0.922		\$57,575
	BUDGET				
	Direct Labor				\$ 57,575
	Benefits (25% D.L.)				\$ 14,394
	Agency Indirect (38.95% D.L. + B.)				\$ 28,031
	TOTAL				\$ 100,000
FY08 7/1/07 - 6/30/08					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
Upper Columbia River	Section Manager	70	0.034	\$78,540	\$ 2,631
	Environmental Engineer 4	75	0.036	\$ 78,756	\$ 2,827
	Environmental Specialist 3	500	0.239	\$ 48,036	\$ 11,503
	Environmental Engineer 3	75	0.036	\$ 71,328	\$ 2,562
	Hydrogeologist 4	1000	0.479	\$ 69,588	\$ 33,328
	Educ./Outreach Specalist 3	66	0.032	\$ 48,036	\$ 1,518
	Hydrogeologist 3	50	0.024	\$ 63,096	\$ 1,511
	Public Information Officer 4	20	0.010	\$ 63,096	\$ 604
	Support Staff	70	0.034	\$ 32,544	\$ 1,090
		1926	0.922		\$57,575
	BUDGET				
	Direct Labor				\$ 57,575
	Benefits (25% D.L.)				\$ 14,394
	Agency Indirect (38.95% D.L. + B.)				\$ 28,031
	TOTAL				\$ 100,000

FY09 7/1/08 - 6/30/09					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
<b>Upper Columbia River</b>	Section Manager	70	0.034	\$78,540	\$ 2,631
	Environmental Engineer 4	75	0.036	\$ 78,756	\$ 2,827
	Environmental Specialist 3	500	0.239	\$ 48,036	\$ 11,503
	Environmental Engineer 3	75	0.036	\$ 71,328	\$ 2,562
	Hydrogeologist 4	1000	0.479	\$ 69,588	\$ 33,328
	Educ./Outreach Specialist 3	66	0.032	\$ 48,036	\$ 1,518
	Hydrogeologist 3	50	0.024	\$ 63,096	\$ 1,511
	Public Information Officer 4	20	0.010	\$ 63,096	\$ 604
	Support Staff	70	0.034	\$ 32,544	\$ 1,090
		1926	0.922		\$57,575
	<b>BUDGET</b>				
	Direct Labor				\$ 57,575
	Benefits (25% D.L.)				\$ 14,394
	Agency Indirect (38.95% D.L. + B.)				\$ 28,031
	<b>TOTAL</b>				\$ 100,000
FY10 7/1/09 - 6/30/10					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
<b>Upper Columbia River</b>	Section Manager	70	0.034	\$78,540	\$ 2,631
	Environmental Engineer 4	75	0.036	\$ 78,756	\$ 2,827
	Environmental Specialist 3	500	0.239	\$ 48,036	\$ 11,503
	Environmental Engineer 3	75	0.036	\$ 71,328	\$ 2,562
	Hydrogeologist 4	1000	0.479	\$ 69,588	\$ 33,328
	Educ./Outreach Specialist 3	66	0.032	\$ 48,036	\$ 1,518
	Hydrogeologist 3	50	0.024	\$ 63,096	\$ 1,511
	Public Information Officer 4	20	0.010	\$ 63,096	\$ 604
	Support Staff	70	0.034	\$ 32,544	\$ 1,090
		1926	0.922		\$57,575
	<b>BUDGET</b>				
	Direct Labor				\$ 57,575
	Benefits (25% D.L.)				\$ 14,394
	Agency Indirect (38.95% D.L. + B.)				\$ 28,031
	<b>TOTAL</b>				\$ 100,000

## KEY CONTACTS FORM

### For Washington State Department of Ecology

**Authorized Representative:** *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Patricia L. McLain  
Title: Chief Financial Officer  
Complete Address: PO Box 47600  
Olympia, WA 98504-7600  
Phone Number: (360) 407-7005  
Fax Number: (360) 407-6989  
E-Mail Address: pmcl461@ecy.wa.gov

**Payee:** *Individual authorized to accept payments.*

Name: Gary M Zeiler  
Title: Fiscal Manager  
Complete Address: PO Box 47615  
Olympia, WA 98504-7615  
Phone Number: (360) 407-7052  
Fax Number: (360) 407-7153  
E-Mail Address: gzei461@ecy.wa.gov

**Administrative Contact:** *Individual from Sponsored Program Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests, etc.).*

Name: Jack Glatz  
Title: Budget Planner  
Program: Toxics Cleanup Program  
Complete Address: PO Box 47600  
Olympia, WA 98504-7600  
Phone Number: (360) 407-7220  
Fax Number: (360) 407-7154  
E-Mail Address: jgla461@ecy.wa.gov

**Principal Investigator:** *Individual responsible for the technical completion of the proposed work.*

Name: John Roland  
Title: Hydrogeologist 4, Project Lead  
Program: Toxics Cleanup Program  
Complete Address: 4601 N. Monroe Street  
Spokane, WA 99205  
Phone Number: (509) 329-3581  
Fax Number: (509) 329-3572  
E-Mail Address: jrol461@ecy.wa.gov  
Web URL: <http://www.ecy.wa.gov/ecyhome.html>

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>		ASSISTANCE ID NO.			<b>DATE OF AWARD</b> 01/18/2011  <b>MAILING DATE</b> 01/18/2011  <b>ACH#</b> X0060
			PRG	DOC ID	AMEND#	
			V - 96048301 - 4			
			TYPE OF ACTION No Cost Amendment			
RECIPIENT TYPE: State			<b>Send Payment Request to:</b> Las Vegas Finance Center FAX # 702-798-2423			
RECIPIENT: WA Dept of Ecology P.O. Box 47600 Olympia, WA 98504-7600 EIN: 91-6001063			<b>PAYEE:</b> WA Dept of Ecology P.O. Box 47615 Olympia, WA 98504-7615			
<b>PROJECT MANAGER</b>		<b>EPA PROJECT OFFICER</b>		<b>EPA GRANT SPECIALIST</b>		
John Roland P.O. Box 47600 Olympia, WA 98504-7600 E-Mail: jrol461@ecy.wa.gov Phone: (509) 329-3581		Helen Bottcher 1200 Sixth Avenue, Suite 900, ECL-111 Seattle, WA 98101 E-Mail: bottcher.helen@epa.gov Phone: 206-553-6069		Bob Phillips Grants Administration Unit, OMP-145 E-Mail: Phillips.Bob@epa.gov Phone: 206-553-6367		
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> WDOE - Upper Columbia River Project This amendment extends the expiration date(s) of the project and budget periods to 2/28/11.						
<b>BUDGET PERIOD</b> 02/15/2007 - 02/28/2011		<b>PROJECT PERIOD</b> 02/15/2007 - 02/28/2011		<b>TOTAL BUDGET PERIOD COST</b> \$400,000.00		<b>TOTAL PROJECT PERIOD COST</b> \$400,000.00
<b>NOTICE OF AWARD</b>  Based on your application dated 12/14/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>				<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b>				<b>ORGANIZATION / ADDRESS</b>		
EPA Region 10 Mail Code: OMP-145 1200 Sixth Avenue, Suite 900 Seattle, WA 98101				U.S. EPA, Region 10 Office of Environmental Cleanup 1200 Sixth Avenue, Suite 900 Seattle, WA 98101		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>						
<b>SIGNATURE OF AWARD OFFICIAL</b>		<b>TYPED NAME AND TITLE</b>			<b>DATE</b>	
Digital signature applied by EPA Award Official		Bob Phillips, EPA Senior Grants Specialist			01/18/2011	
<b>AFFIRMATION OF AWARD</b>						
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>						
<b>SIGNATURE</b>		<b>TYPED NAME AND TITLE</b>			<b>DATE</b>	
		Mr. Jay Manning, Director				

✓ - 96048301 - 4 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 400,000	\$	\$ 400,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 400,000	\$ 0	\$ 400,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

[illegible]



## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$230,300
2. Fringe Benefits	\$57,576
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$287,876
10. Indirect Costs: % Base	\$112,124
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$400,000
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$400,000

## Detailed Budget Page: 1

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$230,300
2. Fringe Benefits	\$57,576
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$287,876
10. Indirect Costs	\$112,124
11. Total (Share: Recipient % Federal %.)	\$400,000
12. Total Approved Assistance Amount	\$
13. Program Income	\$0

## Detailed Budget Page: 2

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$0
10. Indirect Costs	\$0
11. Total (Share: Recipient % Federal %.)	\$
12. Total Approved Assistance Amount	\$100,000
13. Program Income	\$0

Table A - Object Class Category (Non-construction)		Total Approved Allowable Budget Period Cost
1. Personnel		\$0
2. Fringe Benefits		\$0
3. Travel		\$0
4. Equipment		\$0
5. Supplies		\$0
6. Contractual		\$0
7. Construction		\$0
8. Other		\$0
9. Total Direct Charges		\$0
10. Indirect Costs		\$0
11. Total (Share: Recipient % Federal %.)		\$
12. Total Approved Assistance Amount		\$50,000
13. Program Income		\$0

**Administrative Conditions**

All Administrative Conditions Remain the Same

**Programmatic Conditions**

All Programmatic Conditions Remain the Same

Should replace with  
actual signed  
award document

#### Document Readers



## EPA Award Document

### Title: WDOE - Upper Columbia River

#### Document Status

Document Phase: Final  
Current Editor: Bob Phillips  
Delegate: Wendy Wasson

Last Modified: 05/29/2010

#### Application Information

Amount Requested: \$400,000

Date Received: 12/18/2006

Date Signed: 12/14/2006

#### Award Information

Awarding Region: EPA R10

Grant Number: 96048301-3

Record Type: A

Program Code: V - Hazardous Substances Response Trust Fund

Upload to GICS: Yes

Grant Type: Non-Construction

Agreement Type: Assistance Amendment

Payment Method:

ACH#: X0060

Payment Office: Las Vegas Finance Center  
FAX # 702-798-2423

Funding Pkg. Date:

Mailing Date: 02/18/2010

Award Date: 02/11/2010

Acceptance Date: 02/26/2010

ODN: V96048301

#### Recipient Information

##### Name and Address of Recipient

Applicant Type: State

Applicant Name: WDOE - WA Dept of Ecology

DUNS: 781347828

Address: P.O. Box 47600

City: Olympia

State: WA

County: Thurston

Zip: 98504-7600

Congressional Dist: 03

EIN: 91-6001063

Organizational Unit:

Sub Org. Unit:

NSF Code:

Minority Institution:

##### Name and Address of Payee

Payee Name: WA Dept of Ecology

Address: P.O. Box 47615

City: Olympia

State: WA

Zip: 98504-7615

##### Recipient Point Of Contact

Project Manager: John Roland

Title:

Fax: (509) 329-3572

E-Mail: jrol461@ecy.wa.gov

Phone: (509) 329-3581

Address: P.O. Box 47600

City: Olympia

State: WA

Zip: 98504-7600

#### EPA Contacts

Grant Specialist: Bob Phillips  
Office: Grants Administration Unit

GS ID: BTP  
Mail Code: OMP-145



<b>E-Mail:</b> Phillips.Bob@epa.gov		<b>Phone:</b> 206-553-6367	
<b>Project Officer:</b> Helen Bottcher		<b>Approving Region:</b> EPA R10	
<b>Title:</b> EPA Project Officer			
<b>E-Mail:</b> bottcher.helen@epa.gov		<b>Phone:</b> 206-553-6069	
<b>Address:</b> 1200 Sixth Avenue, Suite 900		<b>Mail Code:</b> ECL-111	
<b>City:</b> Seattle			
<b>State:</b> WA		<b>Zip:</b> 98101	
<b>Approval Office Div:</b> Office of Environmental Cleanup			
<b>Address:</b> 1200 Sixth Avenue, Suite 900			
<b>City:</b> Seattle			
<b>State:</b> WA		<b>Zip:</b> 98101	
<b>Congressional Liaison:</b> Barbara Brooks		<b>Phone:</b> 202-564-2783	
<b>AAShip/RAShip:</b> R10 - Region 10			
<b>Division/Office:</b> ECL			
<b>Lab/Office:</b> ECL			
<b>Branch:</b>			

#### Project Information

**CFDA:** 66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements

**Media:** Superfund

**Project Title:** WDOE - Upper Columbia River Project

**Description:** The work done under this Cooperative Agreement will provide EPA with state perspective on issues related to the Upper Columbia River Superfund Site. State personnel will be reviewing and providing comments on documents and attending and participating in meetings in support of EPA's oversight activities.

This award approves the proposed work plan and provides partial EPA funding for the approved project budget.

**Explan. of Changes:** This amendment completes EPA funding to the approved budget and project period cost. Programmatic terms and conditions remain in effect. Administrative terms and conditions are restated to incorporate recent changes.

#### Areas Affected by Project

<b>City/Cities:</b>	
<b>County/Countries:</b> Stevens; Ferry	
<b>State(s):</b> WA	
<b>Congressional Dist:</b> 05	
<b>Budget Period Cost:</b> \$400,000	<b>Project Period Cost:</b> \$400,000
<b>Project Period Start:</b> 02/15/2007	<b>Project Period End:</b> 02/14/2011
<b>Budget Period Start:</b> 02/15/2007	<b>Budget Period End:</b> 02/14/2011
<b>Applicant ID:</b>	<b>State ID:</b>
<b>Statutory Auth:</b> CERCLA: Sec. 104(d)(1)	
<b>Regulatory Auth:</b> 40 CFR PTS 31 & 35 SUBPT O	
<b>Special Tracking Code:</b>	
<b>High Risk / Special Payment:</b>	

#### Competition, EPA Order 5700.5A1 - Amendment

<b>Was the amendment competed in accordance with the Competition Policy?</b>	No
<b>Enter the reason why this amendment was not competed based on the Competition Policy (EPA Order 5700.5A1).</b>	
The amendment is a within scope incremental funding amendment or decrease amendment. (Section 13.b.(4))	
<b>Competition code:</b>	I

#### Award Document Attachments

#### Fiscal Information

Vendor Code: 916001063AV  
 Service Finance AP33  
 Office:  
 Accounting Period: 052010  
 IFMS Status: Submitted

Line	Site Name	Req No	Fiscal Yr	Approp Code	BO Code	PRC	Object Class	Amount	Site Project	Cost Org Code
001	UCR	1010QZG004	10	TR2	10Q0XEM	302DD2E	4185	50,000	10EMMA00	C003
								50,000		

#### Award Amount

Funds	Former Award	This Action	Amended Total
EPA Amount This Action:	\$350,000	\$50,000	\$400,000
EPA In-Kind Amount:	\$0	\$	\$0
Unexpended Prior Yr. Bal:	\$0	\$	\$0
Other Federal Funds:	\$0	\$	\$0
Recipient Contribution:	\$0	\$	\$0
State Contribution:	\$0	\$	\$0
Local Contribution:	\$0	\$	\$0
Other Contribution:	\$0	\$	\$0
Allowable Project Cost:	\$350,000	\$50,000	\$400,000

#### Approved Budget

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$230,300
2. Fringe Benefits	\$57,576
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$287,876
10. Indirect Costs: Rate % Base	\$112,124
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	\$400,000
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$50,000
15. Total EPA Amount Awarded To Date	\$400,000

#### Administrative & Programmatic Conditions

##### EPA Review

Read Access: Controlled		
Readers: Bob Phillips Kevin Rochlin Wendy Wasson	Submitted:	
Approvers:	Submitted:	
	Due Date:	
Response	Approver	Date

Grant Coordinator: Bob Phillips

##### EPA Signature

Award Official: Armina Nolan
Printed Name: Armina K. Nolan
Title: Manager - Grants
Phone: 206-553-0530



Administration Unit

Delegate:

Title:

Phone:

Signature: - Signed by Armina Nolan/R10/USEPA/US on 02/11/2010 08:47:06 AM, according to /USEPA/US

Approval: Approved

Date: 02/11/2010

Notes:

Attachment:

Recipient Review

Read Access: Controlled

Applicant POC: Katherine Scott

Title:

Phone:

Recipient Acceptance

Authorized Rep: Jay Manning

Print Name: Mr. Jay Manning

Title: Director

Phone: (360) 407-7001

Acceptance Date: 02/26/2010

Action Code Table

Entry	Date	Action
P	02/10/2010	PA - Change Request Submitted By EPA Project Officer
E	02/11/2010	F - Award



Origination Information

Notifications History

DUPLICATE

V - 96048301 - 1 Page 1

RECEIVED

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>		ASSISTANCE ID NO.			<b>DATE OF AWARD</b> 04/25/2008  <b>MAILING DATE</b> 05/02/2008 Grants Management Office  <b>ACH#</b> X0060	
			PRG	DOC ID	AMEND#		
			V -	96048301	- 1		
			TYPE OF ACTION				
RECIPIENT TYPE:		Send Payment Request to: Las Vegas Finance Center FAX # 702-798-2423					
RECIPIENT:		PAYEE:					
WA Dept of Ecology P.O. Box 47600 Olympia, WA 98504-7600 EIN: 91-6001063		WA Dept of Ecology P.O. Box 47615 Olympia, WA 98504-7615					
PROJECT MANAGER		EPA PROJECT OFFICER			EPA GRANT SPECIALIST		
John Roland P.O. Box 47600 Olympia, WA 98504-7600 E-Mail: jrol461@ecy.wa.gov Phone: (509) 329-3581		Kevin Rochlin 1200 Sixth Avenue, ECL-111 Seattle, WA 98101 E-Mail: Rochlin.Kevin@epamail.epa.gov Phone: 206-553-2106			Bob Phillips Grants Administration Unit, OMR-145 E-Mail: Phillips.Bob@epa.gov Phone: 206-553-6367		
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> WDOE - Upper Columbia River Project This amendment adds incremental EPA funding to the existing agreement. This agreement remains partially funded. Administrative terms and conditions have been restated to provide updated information.							
BUDGET PERIOD		PROJECT PERIOD		TOTAL BUDGET PERIOD COST		TOTAL PROJECT PERIOD COST	
02/15/2007 - 02/14/2011		02/15/2007 - 02/14/2011		\$400,000.00		\$400,000.00	
<b>NOTICE OF AWARD</b>  Based on your application dated 12/14/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$100,000. EPA agrees to cost-share 50.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.							
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)				AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS				ORGANIZATION / ADDRESS			
EPA Region 10 Mail Code: OMP-145 1200 Sixth Avenue, Suite 900 Seattle, WA 98101				U.S. EPA, Region 10 Office of Environmental Cleanup 1200 Sixth Avenue Seattle, WA 98101			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>							
SIGNATURE OF AWARD OFFICIAL		TYPED NAME AND TITLE			DATE		
Digital signature applied by EPA Award Official		Armina K. Nolan, Manager - Grants Administration Unit			04/25/2008		
<b>AFFIRMATION OF AWARD</b>							
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>							
SIGNATURE		TYPED NAME AND TITLE			DATE		
		Mr. Jay Manning, Director			5.8.08		

RECEIVED  
 GRANTS UNIT  
 08 MAY 12 PM 2:07



## EPA Funding Information

V - 96048301 - 1 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 100,000	\$ 100,000	\$ 200,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 100,000	\$ 100,000	\$ 200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements	CERCLA: Sec. 104(d)(1)	40 CFR PTS 31 & 35 SUBPT O

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
UCR	0810QVG003	08	TR2	10Q0XEM	302DD2E	4185	10EMMA00	C003	100,000
									100,000

## Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$230,300
2. Fringe Benefits	\$57,576
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$287,876
10. Indirect Costs: % Base	\$112,124
11. Total (Share: Recipient <u>50.00</u> % Federal <u>50.00</u> %.)	\$400,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$100,000
15. Total EPA Amount Awarded To Date	\$200,000

## Detailed Budget Page: 1

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$230,300
2. Fringe Benefits	\$57,576
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$287,876
10. Indirect Costs	\$112,124
11. Total (Share: Recipient % Federal %.)	\$400,000
12. Total Approved Assistance Amount	\$
13. Program Income	\$0

## Detailed Budget Page: 2

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$0
10. Indirect Costs	\$0
11. Total (Share: Recipient % Federal %.)	\$
12. Total Approved Assistance Amount	\$100,000
13. Program Income	\$0

## **Administrative Conditions**

### **1. Payment Information**

All recipients must be enrolled to receive funds electronically via the EPA-EFT Payment Process. This electronic funds transfer process was initiated by EPA in response to the Debt Collection Improvement Act of 1996, P.L. 104-134 that requires all federal payments be made via Direct Deposit/Electronic Funds Transfer(DD/EFT). By signing the assistance agreement you are agreeing to receive payment electronically.

**In order to receive payments electronically, the ACH Vendor/ Miscellaneous Payment Enrollment Form (SF3881) must be completed and faxed to Marge Pumphrey at (702) 798-2423.**

After reviewing and processing the SF3881, the Las Vegas Finance Center (LVFC) will send you a letter assigning you an EFT Control Number, an EPA-EFT Recipient's Manual, and the necessary forms for requesting funds and reporting purposes.

If you need further assistance regarding enrollment, please contact Marge Pumphrey at (702) 798-2492 or by e-mail to: [pumphrey.margaret@epa.gov](mailto:pumphrey.margaret@epa.gov).

**Any recipient currently using the Automated Standard Application for Payments (ASAP) system with another government agency should contact Marge Pumphrey at (702) 798-2492 or e-mail to: [pumphrey.margaret@epa.gov](mailto:pumphrey.margaret@epa.gov).**

Under any of the above payment mechanisms, recipients may request/draw down advances for their immediate cash needs, provided the recipient meets the requirements of 40 CFR 30.22(b) or 40 CFR 31.21(c), as applicable. Additionally, recipients must liquidate all obligations incurred within 90 calendar days of the project period end date. Therefore, recipients must submit the final request for payment, and refund to EPA any balance of unobligated cash advanced within 90 calendar days after the end of the project period.

### **2. Cost Principles/Indirect Costs for State Agencies**

The cost principles of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," relocated to 2 CFR Part 225, is applicable, as appropriate, to this award.

If the recipient does not have a previously established indirect cost rate, it agrees that it will prepare its indirect cost rate proposal and/or cost allocation plan and in accordance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments." For proposal preparation, the recipient may use the appropriate completeness checklist located at: <http://www.nbc.gov/icstools.html#checklists>.

The recipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state recipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

#### **Regular Mail**

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, MC 3802R  
Washington, DC 20460

#### **Mail Courier (e.g. FedEx, UPS, etc.)**

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
US Environmental Protection Agency  
1300 Pennsylvania Avenue, NW, 6th floor  
Bid and Proposal Room Number 61107

Recipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Recipients are responsible for maintaining an approved indirect cost rate throughout the life of the award. Recipients are responsible for submitting any subsequent rate proposals to the appropriate cognizant agency no later than 180 days after the end of the recipient's fiscal year. Recipients may draw down grant funds once a provisional or final rate has been approved, and only for indirect costs incurred during the period specified in the rate agreement. Recipients are not entitled to indirect costs for any period in which the rate has expired. Recipients may not draw down grant funds for any indirect costs which were not incurred during the period of the approved rate agreement.

Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without EPA approval. Recipients may request supplemental amendments (to grants which have not expired or been closed out) for additional funding to cover increased indirect costs. EPA approval of a supplemental amendment is subject to the availability of funds.

Pursuant to 40 CFR 31.26, a recipient agrees to comply with the audit requirements prescribed in the Single Audit Act Amendments, and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," including Subpart C Section 305(b) which addresses the restriction on auditors preparing indirect cost proposals.

### **3. Financial Status Report (FSR) and Federal Cash Transactions Reports**

#### **FINAL FSR**

The Financial Status Report (FSR), Standard Form 269A (or Standard Form 269 if program income is generated), for this award is due to EPA no later than 90 days after the budget period expires.

For agreements with multiple budget activities, separate FSRs must be provided for each of the activities, sites, or budgets, as applicable.

#### **FEDERAL CASH TRANSACTIONS REPORTS**

The recipient will provide timely reporting of cash disbursements and balances through annual submission (within fifteen (15) working days following December 31 of any given calendar year) of a Federal Cash Transactions Report (SF-272).

**The Final FSR and Federal Cash Transactions Reports may be faxed to (702) 798-2423 or mailed to:**

US Environmental Protection Agency  
Las Vegas Finance Center  
P.O. Box 98515  
Las Vegas, NV 89193-8515

For additional information, please contact Marge Pumphrey at (702) 798-2492 or email: [Pumphrey.Margaret@epa.gov](mailto:Pumphrey.Margaret@epa.gov).

EPA may take enforcement actions in accordance with 40 CFR 30.62 or 40 CFR 31.43 if the recipient does not comply with this term and condition.

### **4. Audit Requirements**

The recipient agrees to comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

### **5. Hotel-Motel Fire Safety Act**

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds

complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

## **6. Recycled Paper**

### **ALL APPLICANTS:**

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

### **STATE AGENCIES AND POLITICAL SUBDIVISIONS:**

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

### **STATE AND LOCAL INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND NON-PROFIT ORGANIZATIONS:**

Pursuant to 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

## **7. Lobbying**

### **ALL RECIPIENTS:**

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

### **PART 30 RECIPIENTS:**

All contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

## **8. Lobbying and Litigation**

### **ALL RECIPIENTS:**

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States. Any Part 30 recipients shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

## **9. Suspension and Debarment**

Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

## **10. Drug-Free Workplace Certification for all EPA Recipients**

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html).

## **11. Management Fees**

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

## **12. Reimbursement Limitation**

If the recipient expends more than the amount of federal funding in its EPA approved budget in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse the recipient for costs incurred in excess of the EPA approved budget.

## **13. Small and Disadvantaged Business Utilization Requirements (Non-SRF Recipients)**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

(a) The recipient accepts the applicable FY2007 Minority Business Enterprise (MBE)/Womens' Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by your organization or the Washington Office of Minority and Women's Business Enterprises as follows:

Purchased Goods:	8% MBE	4% WBE
Purchased Services:	10% MBE	4% WBE
Professional Services:	10% MBE	4% WBE

(b) The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically

disadvantaged individuals, women and Historically Black Colleges and Universities.

(c) The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

(d) The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR 30.44(b), 40 CFR 31.36(e), or 40 CFR 35.6580, as appropriate, and retain records documenting compliance.

(e) The recipient agrees to submit an EPA form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" as follows:

For grants awarded under 40 CFR Part 35, Subpart A (refer to the Regulatory Authority box shown in the middle of Page 2 of the Assistance Agreement/Amendment), reports are due annually by October 30 of each year (covers the Federal Fiscal Year October 1 - September 30).

For Assistance Agreements/Amendments with institutions of higher education, hospitals and other non-profit organizations awarded under the Regulatory Authority of 40 CFR Part 30, reports are due annually by October 30 of each year (covers the Federal Fiscal Year October 1 - September 30).

Grants awarded under any other Regulatory Authority are due Quarterly. These reports are due beginning with the Federal Fiscal Year quarter the recipient receives the award and continuing until the project period ends. These reports must be submitted within 30 days of the end of the Federal Fiscal Quarter (due dates are January 30, April 30, July 30, and October 30).

**All reports must be submitted to the EPA Region 10, Grants Administration Unit, 1200 Sixth Avenue, Suite 900, Mailcode: OMP-145, Seattle, WA 98101.** For further information, please contact Greg Luchey at (206) 553-2967, email: [Luchey.Greg@epa.gov](mailto:Luchey.Greg@epa.gov).

(f) If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to comply with these term and conditions.

#### **14. Small Business in Rural Areas (SBRA)**

If a contract is awarded under this assistance agreement, the recipient is also required to utilize the following affirmative steps:

(a) Place SBRA's on solicitation lists.

(b) Make sure that SBRA's are solicited whenever there are potential sources.

(c) Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's.

(d) Establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRA's.

(e) Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

(f) Require the contractor to comply with the affirmative steps outlined above.

There is no formal reporting requirement for SBRA's at this time; it is recommended that the recipient keep records of SBRA participation.

#### **15. Partial Funding**

This agreement is being partially funded by EPA in the amount shown on page 2 under "EPA Funding Information." The recipient understands that additional EPA funds may be awarded on this assistance agreement, subject to availability of additional appropriated funds. EPA's approval of the work plan, budget, and project/budget periods does not constitute an EPA commitment to provide funds in excess of the amount currently funded in this agreement.

***If this agreement includes cost share/match*** based on obtaining full EPA funding, and EPA is not able to fully fund its portion of the total project costs, the recipient has the option of reducing its cost share/match, as long as the reduction is not below the minimum statutory or programmatic required cost share/match. The recipient must submit its request for reduction to the EPA Project Officer, since work plan and budget revisions may be necessary.

Note: The share percentages currently shown in the Table A budgets and page one of this agreement are electronically calculated based on the current EPA funding amount and total project cost. The percentage will change if and when additional EPA funding is provided by assistance amendment.

### **Programmatic Conditions**

All Programmatic Conditions Remain the Same



Superfund Cooperative Agreements (V96048301 and V96048302)  
*Progress Report*  
January 2011 – March 2011

Site Name: Upper Columbia River - Cooperative Agreement Funding Award, Teck Cominco/EPA settlement

Ecology Contact: John Roland, Project Coordinator, Toxics Cleanup Program  
(Alternate Contact: Chuck Gruenenfelder, Toxics Cleanup Program)

EPA Contact: Helen Bottcher, Region 10 RPM

**Background**

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. Cooperative agreement "grant" (V96048301) was retired during the period and has been replaced by a new agreement (V-96048302), running from 3/1/11 through 6/30/15. The agreement serves as the EPA/Ecology administrative construct for distributing Teck funding to the state.

**1a. Accomplishments**

*Project Management and Implementation*

Regular communications were maintained with the EPA project team and RPM. Weekly project manager meetings continue. Coordination with other state agencies continues, including Department of Health and Department of Fish and Wildlife and Department of Health. Ecology objections remain concerning EPA unilateral advancement of Sturgeon studies without Participating Party technical support or meaningful contribution.

*Technical and Regulatory Remedial Action Participation*

Ecology sponsored a multi-party meeting on the status of existing UCR area fish data to initiate related discussions on background and health advisory planning protocols associated with the UCR fish tissue results.

A Teck draft of the sediment QAPP was received during the period.

Preparations were made for bending beach sampling planning discussions.

A revised version of the enhanced Problem Formulation was received and review initiated.

*Community Relations*

Ecology continues routine ongoing association with the Lake Roosevelt Forum (LRF) – activity on this front was low during the period. Staff also maintains coordination with local government and outreach to interested citizens as needed. Communication with the Citizens for a Clean Columbia (CCC) continued during the period.

*Upper Columbia River Watershed Mine and Mill Activities*  
Ecology coordination and comment continues on the Grandview Mine.

**1b. Problems and Corrective Actions**

Ecology continues to seek improvements and recommitment to the MOA in order to achieve appropriate review times, transparency, and consensus building.

**2.a. Is the project on schedule?**

The schedule is managed by EPA. The deficiencies associated with the Problem Formulation is expected to delay the process.

**b. What percentage of the project is complete?**

Estimated progress on the RI/FS is roughly at 25.

**3.a. Are the project expenditures to date as budgeted?**

A new funding cycle and replacement Cooperative Agreement began on March 1, 2011 for the Feb. 2009 to Feb. 2010 cycle continues. Expenditure predictions thus far for 2011 were slightly below budget planning due to the continued lower than anticipated level of effort. Previous agreement funds have been rolled over to support the new agreement budget.

(Note: for budgeting purposes the new cooperative agreement covers a 4-year period ending in June 20, 2015. Additional funding through Teck and adjustments to the cooperative agreement is being pursued by EPA for beyond 2011, as the RI/FS will proceed for several years beyond.)

**b. Discuss Discrepancies**

N/A.

**4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS Work Plan schedule updates currently projects project completion in 2018, or later.

**b. What amount of funding is needed to complete the project?**

Ecology anticipates that all annual funds in this new 4 year cooperative agreement could be fully applied if the RI begins to progress as previously expected.

**5. Other**

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# Superfund Cooperative Agreement (V96048301)

## *Progress Report*

September 2010 – December 2010

Site Name: Upper Columbia River - Cooperative Agreement Funding Award, Teck Cominco/EPA settlement

Ecology Contact: John Roland, Project Coordinator, Toxics Cleanup Program  
(Alternate Contact: Chuck Gruenenfelder, Toxics Cleanup Program)

EPA Contact: Helen Bottcher, Region 10 RPM

### **Background**

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. Cooperative agreement "grant" (V96048301) currently serves as the EPA/Ecology administrative construct for distributing funding to the state.

### **1a. Accomplishments**

#### *Project Management and Implementation*

Regular communications are maintained with the EPA project team and RPM. Weekly project manager meetings continue. Coordination with other state agencies continues, including Department of Health and Department of Fish and Wildlife and Department of Health. Ecology objections remain concerning EPA unilateral advancement of Sturgeon studies without Participating Party technical support or meaningful contribution.

#### *Technical and Regulatory Remedial Action Participation*

Discussions on database management advanced. Various concerns raised on the expectations of the Problem Formulation component of BERA planning. Ecology expressed confusion and lack of support for EPA plans to seek peer review from the Office of Research and Development on the both the USGS and U. of Saskatchewan sturgeon studies. Ecology's greatest concern has been problems associated with the University's experiments.

#### *Community Relations*

Ecology continues routine ongoing association with the Lake Roosevelt Forum (LRF) – activity on this front was low during the period. Staff also maintains coordination with local government and outreach to interested citizens as needed. Communication with the Citizens for a Clean Columbia (CCC) continued during the period.

*Upper Columbia River Watershed Mine and Mill Activities*

Ecology coordination and comment continues on the Grandview Mine draft EE/CA and settlement potential.

**1b. Problems and Corrective Actions**

Coordination with EPA project management and the technical team on the advancement of Sturgeon and other toxicity-oriented studies has continued to be a serious problem during this period. We seek improvements and recommitment to the MOA in order to achieve appropriate review times, transparency, and consensus building.

**2.a. Is the project on schedule?**

The schedule is managed by EPA. The revised BERA Work Plan was finalized in December. All parties have agreed to continue advancing work on the fish tissue, surface-water, and beach sediment sampling work.

**b. What percentage of the project is complete?**

Estimated progress on the RI/FS is roughly at 25.

**3.a. Are the project expenditures to date as budgeted?**

Funding for the Feb. 2009 to Feb. 2010 cycle continues. A revised or new Cooperative Agreement will need to be processed in early 2011. Expenditure predictions remain slightly below previous cycles due to the continued lower than anticipated level of effort.

(Note: for budgeting purposes the current cooperative agreement covers a 4-year period ending in 2011. Additional funding through Teck and adjustments to the cooperative agreement is being pursued by EPA for beyond 2011, as the RI/FS will proceed for several years beyond.)

**b. Discuss Discrepancies**

N/A.

**4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS Work Plan schedule updates currently projects project completion in 2018, or later.

**b. What amount of funding is needed to complete the project?**

Ecology anticipates that all annual funds in this 4 year cooperative agreement could be fully applied if the RI begins to progress as previously expected. Beyond 2011, Ecology costs will continue and we concur that any un-used funds should be rolled into the next cycle. Ecology requests that Teck allocate additional funds through EPA to continue partially offsetting Ecology and other Participating Party costs as established in the EPA settlement agreement with Teck.

**5. Other**

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# Superfund Cooperative Agreement (V96048301)

## *Progress Report*

April 30, 2010 – August 31, 2010

Site Name: Upper Columbia River - Cooperative Agreement Funding Award, Teck Cominco/EPA settlement

Ecology Contact: John Roland, Project Coordinator, Toxics Cleanup Program  
(Alternate Contact: Chuck Gruenfelder, Toxics Cleanup Program)

EPA Contact: Helen Bottcher, Region 10 RPM

### **Background**

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. A cooperative agreement "grant" (V96048301) serves as the EPA/Ecology administrative construct for distributing funding to the state.

### **1a. Accomplishments**

#### *Project Management and Implementation*

Regular communications are maintained with the EPA project team and RPM. Weekly project manager meetings continue. Coordination with other state agencies continues, including Department of Health and Department of Fish and Wildlife and Department of Health. Communications during this period have become significantly strained due to EPA unprecedented unilateral advancement of Sturgeon studies without Participating Party technical support or legitimate contribution.

#### *Technical and Regulatory Remedial Action Participation*

Ecology provided final comment and recommended changes on the Baseline Risk Assessment Work Plan draft. Input on Sturgeon toxicity test planning has been bypassed by EPA.

#### *Community Relations*

Ecology continues ongoing association with the Lake Roosevelt Forum (LRF) – activity on this front was low during the period. Staff also maintains coordination with local government and outreach to interested citizens as needed. Communication with the Citizens for a Clean Columbia (CCC) continued during the period. No fact sheet review was requested, though updates were issued by EPA during the period.

### *Upper Columbia River Watershed Mine and Mill Activities*

Ecology coordination and comment continues on the Grandview Mine draft EE/CA. Comments provided to OSC. EPA continues to advance progress at various mine and mill sites within the watershed. Ecology coordinates and supports these initiatives routinely. Progress is being made at the Anderson Calhoun toward and EPA settlement and removal action cleanup. Abandoned mine and mill workings in the Metaline Falls area remains the area of particular focus for EPA.

#### **1b. Problems and Corrective Actions**

Coordination with EPA project management and the technical team on the advancement of Sturgeon and other toxicity-oriented studies has been a serious problem during this period. We seek improvements and recommitment to the MOA in order to achieve appropriate review times, transparency, and consensus building.

#### **2.a. Is the project on schedule?**

The schedule is managed by EPA. The draft BERA Work Plan is yet revised. All parties have agreed to continue advancing work on the fish tissue, surface-water, and beach sediment sampling work. Plankton will be postponed.

#### **b. What percentage of the project is complete?**

Estimated progress on the RI/FS is roughly at 25.

#### **3.a. Are the project expenditures to date as budgeted?**

Funding for the Feb. 2009 to Feb. 2010 cycle continues. Expenditure predictions remain slightly below previous cycles due to the continued lower than anticipated level of effort caused by BERA Work Plan delays and EPA unilateral advancement of Teck sturgeon work.

(Note: for budgeting purposes the current cooperative agreement covers a 4-year period ending in 2011. Additional funding through Teck and adjustments to the cooperative agreement is being pursued by EPA for beyond 2011, as the RI/FS will proceed for several years beyond.)

#### **b. Discuss Discrepancies**

N/A.

#### **4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS Work Plan projects project completion in 2016, or later.

#### **b. What amount of funding is needed to complete the project?**

Ecology anticipates that all annual funds in this 4 year cooperative agreement should be fully applied if the RI begins to progress as previously expected. Beyond 2011, Ecology costs will continue. Ecology requests that Teck allocate additional funds through EPA to continue partially offsetting Ecology and other Participating Party costs as established in the EPA settlement agreement with Teck.

#### **5. Other**

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# Superfund Cooperative Agreement (V96048301)

## *Progress Report*

January 1, 2010 – April 30, 2010

Site Name: Upper Columbia River - Cooperative Agreement Funding Award, Teck Cominco/EPA settlement

Ecology Contact: John Roland, Project Coordinator, Toxics Cleanup Program  
(Alternate Contact: Chuck Gruenenfelder, Toxics Cleanup Program)

EPA Contact: Helen Bottcher, Region 10 RPM

### **Background**

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. A cooperative agreement "grant" (V96048301) serves as the EPA/Ecology administrative construct for distributing funding to the state.

### **1a. Accomplishments**

#### *Project Management and Implementation*

Regular communications are maintained with the EPA project team and RPM. Weekly project manager meetings continue. Coordination with other state agencies continues, including Department of Health and Department of Fish and Wildlife and Department of Health.

#### *Technical and Regulatory Remedial Action Participation*

Ecology provided additional comment and recommended changes on the Baseline Risk Assessment Work Plan draft, and preliminary input on Sturgeon toxicity test planning.

#### *Community Relations*

Ecology continues ongoing association with the Lake Roosevelt Forum (LRF) – activity on this front was low during the period. Staff also maintains coordination with local government and outreach to interested citizens as needed. Communication with the Citizens for a Clean Columbia (CCC) continued during the period. No fact sheet review was requested, though updates were issued by EPA during the period.

#### *Upper Columbia River Watershed Mine and Mill Activities*

Ecology coordination and comment continues on the Grandview Mine draft EE/CA. EPA continues to advance progress at various mine and mill sites within the watershed. Ecology coordinates and supports these initiatives routinely. Abandoned mine and mill workings in the Metaline Falls area remains the area of particular focus for EPA.

## **1b. Problems and Corrective Actions**

Coordination with EPA project management and the technical team on the advancement of Sturgeon studies is not meeting State expectations. We seek further improvements to achieve appropriate review times, transparency, and consensus building.

### **2.a. Is the project on schedule?**

The schedule is managed by EPA. The draft BERA Work Plan is yet revised. Field studies should be based on the BERA Work Plan, but are being forced forward regardless.

### **b. What percentage of the project is complete?**

Estimated progress on the RI/FS is effectively static, roughly at 20%, due to difficulties with Teck in developing appropriate documents.

### **3.a. Are the project expenditures to date as budgeted?**

Funding for the Feb. 2009 to Feb. 2010 cycle is underway. Expenditures are now predicted to be less than the 2009 allotment. This is due to the continued lower than anticipated level of effort caused by BERA Work Plan delays and delays due to EPA difficulties concerning negotiations with Teck.

(Note: for budgeting purposes the current cooperative agreement covers a 4-year period ending in 2011. Additional funding through Teck and adjustments to the cooperative agreement will be required beyond 2011, as the RI/FS will proceed for several years beyond.)

### **b. Discuss Discrepancies**

N/A.

### **4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS Work Plan projects project completion in 2016, or later.

### **b. What amount of funding is needed to complete the project?**

Ecology anticipates that all annual funds in this 4 year cooperative agreement will be fully applied if the RI begins to progress as previously expected. Beyond 2011, Ecology costs will continue. Ecology requests that Teck allocate additional funds through EPA to continue partially offsetting Ecology and other Participating Party costs as established in the EPA settlement agreement with Teck.

## **5. Other**

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# Superfund Cooperative Agreement (V96048301)

## *Progress Report*

October 2009 – December 31, 2009

Site Name: Upper Columbia River - Cooperative Agreement Funding Award, Teck Cominco/EPA settlement

Ecology Contact: John Roland, Project Coordinator, Toxics Cleanup Program  
(Alternate Contact: Chuck Gruenfelder, Toxics Cleanup Program)

EPA Contact: Helen Bottcher, Region 10 RPM

### **Background**

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. A cooperative agreement "grant" (V96048301) serves as the EPA/Ecology administrative construct for distributing funding to the state.

### **1a. Accomplishments**

#### *Project Management and Implementation*

Regular communications are maintained with the EPA project team and RPM. Weekly project manager meetings continue. Coordination with other state agencies continues, including Department of Health and Department of Fish and Wildlife and Department of Health.

#### *Technical and Regulatory Remedial Action Participation*

Ecology provided additional comment on the Screening Level Risk Assessment Report, preliminary comments on the Baseline Risk Assessment Work Plan draft, comment on field modifications to the fish sampling efforts that did not meet goals, additional input on beach sampling incompleteness, preliminary input on Sturgeon toxicity test planning, and Sediment Toxicity Level of Effort comments. Activity was high during the period.

#### *Community Relations*

Ecology continues ongoing association with the Lake Roosevelt Forum (LRF) – activity on this front was low during the period. Staff also maintains coordination with local government and outreach to interested citizens as needed. Communication with the Citizens for a Clean Columbia (CCC) remained active during the period due to the EPA funding awarded the group and their designation of a technical "specialist". Ecology assists EPA with fact sheet comments when requested—no fact sheet review was requested, though updates were issued by EPA during the period.

*Upper Columbia River Watershed Mine and Mill Activities*

Ecology coordination and comment continues on the Grandview Mine draft EE/CA. EPA continues to advance progress at various mine and mill sites within the watershed. Ecology coordinates and supports these initiatives routinely. Abandoned mine and mill workings in the Metaline Falls area remains the area of particular focus for EPA.

**1b. Problems and Corrective Actions**

Coordination with EPA technical team is showing improvement, but we continue to seek further improvements on timeliness and openness.

**2.a. Is the project on schedule?**

The schedule is managed by EPA. The incompleteness of the draft BERA Work Plan due to Teck recalcitrance to produce accurate and workable documents continues to represent a major setback.

**b. What percentage of the project is complete?**

Estimated progress on the RI/FS is roughly at 20%.

**3.a. Are the project expenditures to date as budgeted?**

Funding for the Feb. 2009 to Feb. 2010 cycle is underway. Expenditures are now predicted to be less than the 2009 allotment. This is due to lower than anticipated level of effort caused by BERA Work Plan delays and delays due to EPA difficulties concerning negotiations with Teck.

(Note: for budgeting purposes the current cooperative agreement covers a 4-year period ending in 2011. Ecology is requesting the remaining \$50,000 appropriation for 2010. Additional funding through Teck and adjustments to the cooperative agreement will be required beyond 2011, as the RI/FS will proceed for several years beyond.)

**b. Discuss Discrepancies**

N/A.

**4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS Work Plan projects project completion in 2016.

**b. What amount of funding is needed to complete the project?**

Ecology anticipates that all annual funds in this 4 year cooperative agreement will be fully applied, as actual Ecology oversight annually exceeds grant funds provided through Teck. Beyond 2011, Ecology costs will continue. Ecology requests that Teck allocate additional funds through EPA to continue partially offsetting Ecology and other Participating Party costs as established in the EPA settlement agreement with Teck.

**5. Other**

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# Superfund Cooperative Agreement (V96048301)

## *Progress Report*

July 2009 – September 30, 2009

Site Name: Upper Columbia River - Cooperative Agreement Funding Award, Teck Cominco/EPA settlement

Ecology Contact: John Roland, Project Coordinator, Toxics Cleanup Program

EPA Contact: Helen Bottcher, Region 10 RPM

### **Background**

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. A cooperative agreement "grant" (V96048301) serves as the EPA/Ecology administrative construct for distributing funding to the state.

### **1a. Accomplishments**

#### *Project Management and Implementation*

Administratively, the Participating Parties and EPA, under the MOA, crafted a more refined and relevant coordination framework with the intention of increasing more open, joint, and timely interactions and technical priorities. Coordination with other state agencies continues, including Department of Health and Department of Fish and Wildlife and Department of Health. Regular communications are maintained with the EPA project team and RPM. Weekly project manager meetings continue.

#### *Technical and Regulatory Remedial Action Participation*

Activity was high during the period. Important remedial investigation intergovernmental technical meetings occurred to forge paths forward on topics that included Sturgeon follow up discussions, natural background conditions, and early planning for further sediment sampling. Ecology also provided final comments on field quality assurance sampling plans for surface water, fish tissue, and beach/recreational area sampling. The Teck beach sampling program experienced several notable problems during the period and most of the 5 stations planned for sampling were postponed.

#### *Community Relations*

Ecology continues ongoing association with the Lake Roosevelt Forum (LRF) – activity on this front was low during the period. Staff also maintains coordination with local government and outreach to interested citizens as needed. Communication with the Citizens for a Clean Columbia (CCC) continued to increase during the period due to the existence of various draft sampling plan documents and other activities. Ecology assists

EPA with fact sheet comments when requested—no fact sheet review was requested, though updates were issued by EPA during the period.

*Upper Columbia River Watershed Mine and Mill Activities*

Ecology comments were provided on the Grandview Mine draft EE/CA. EPA continues to advance progress at various mine and mill sites within the watershed. Ecology coordinates and supports these initiatives routinely. Abandoned mine and mill workings in the Metaline Falls area remains the area of particular focus for EPA.

**1b. Problems and Corrective Actions**

The EPA/Participating Parties MOA underwent revision and refinement during the period. Document review protocols were recognized as a problem area for both parties. Agreement was reached to ensure earlier dialogue and early meetings on specific topics and tasks that emerge. EPA technical staff and project managers, as well as Participating Party technical staff, will be more involved jointly. Also during the period agreement was reached on adjusting the utilization of formal Facilitators at meetings. Facilitator services will be reduced in some areas, and substituted in others.

**2.a. Is the project on schedule?**

The schedule is managed by EPA. The incompleteness of the draft BERA Work Plan represents a major potential setback.

**b. What percentage of the project is complete?**

Estimated progress on the RI/FS is roughly at 20%.

**3.a. Are the project expenditures to date as budgeted?**

Funding for the Feb. 2009 to Feb. 2010 cycle is underway. Expenditures are predicted to generally match the annual allotment. (Note: for budgeting purposes the current cooperative agreement covers a 4-year period ending in 2011.)

**b. Discuss Discrepancies**

N/A.

**4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS Work Plan projects project completion in 2016.

**b. What amount of funding is needed to complete the project?**

Ecology anticipates that all annual funds in this 4 year cooperative agreement will be fully applied, as actual Ecology oversight annually exceeds grant funds provided through Teck.

**5. Other**

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# Superfund Cooperative Agreement (V96048301)

## *Progress Report*

April 2009 – June 30, 2009

Site Name: Upper Columbia River - Cooperative Agreement Funding Award, Teck Cominco/EPA settlement

Ecology Contact: John Roland, Project Coordinator, Toxics Cleanup Program

EPA Contact: Helen Bottcher, Region 10 RPM

### **Background**

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. A cooperative agreement "grant" (V96048301) serves as the EPA/Ecology administrative construct for distributing funding to the state.

### **1a. Accomplishments**

#### *Project Management*

Region 10's new project RPM, Helen Bottcher, was welcomed onto the project during the period. The Participating Parties invited Helen to join them on a tour of the northern reaches of the river to help introduce her to the site first hand. Welcome Helen. State technical and regulatory input continues as per the multi-government Memorandum of Agreement signed in May 2007. Routine project management of Ecology staff and resources continues. Coordination with other state agencies continues, including Department of Health and Department of Fish and Wildlife and Department of Health. Regular communications are maintained with the EPA project team and RPM. Weekly project manager meetings continue.

#### *Community Relations*

Ecology continues ongoing association with the Lake Roosevelt Forum (LRF). Review assistance was provided on an updated Lake Roosevelt toxics pamphlet. Staff also maintains coordination with local government and outreach to interested citizens as needed. Communication with the Citizens for a Clean Columbia (CCC) increased during the period due to the existence of various draft sampling plan documents. Ecology assists EPA with fact sheet comments when requested—no fact sheets were issued during the period.

#### *Technical and Regulatory Remedial Action Participation*

Activities again included beach sampling and fish tissue quality assurance sampling plans. Water release management by the Bureau of Reclamation altered plans for the sampling of beach area samples. The plan was scaled back by EPA and reservoir stations will be sampled in the following year. The BERA Work Plan draft was released during

the period. The State and other Participating Parties submitted initial comments—the plan a substantial deficiencies and omissions. EPA issued a rejection letter to Teck along with the accruing of stipulated penalties if the revised draft is not satisfactory. A facilitated sturgeon studies and planning technical meeting was conducted at Participating Party request. A facilitated meeting on the sturgeon topic was requested and resulted in much needed dialogue on the topic.

*Upper Columbia River Watershed Mine and Mill Activities*

EPA continues to advance progress at various mine and mill sites within the watershed. Ecology coordinates and supports these initiatives routinely. Abandoned mine and mill workings in the Metaline Falls are remains the area of particular focus for EPA. Limited assistance on the Anderson Calhoun mine and mill AML operation occurred during the period.

**1b. Problems and Corrective Actions**

The EPA/Participating Parties MOA underwent an annual review during the period. The parties met to discuss portions of the agreement that are working well and those needing updating or improvement. A contracted facilitator, Joe Foran, assisted. Document review protocols remain a problem area for both parties. Agreement was reached that some of the procedures for review should be revised. Also, efforts are underway to increase the linkage and coordination between EPA technical staff and project managers, as well as Participating Party technical staff.

**2.a. Is the project on schedule?**

The schedule is managed by EPA. The incompleteness of the draft BERA Work Plan represents another setback and is further testing the feasibility of keeping the project on schedule.

**b. What percentage of the project is complete?**

Estimated progress on the RI/FS roughly remains at 15%.

**3.a. Are the project expenditures to date as budgeted?**

Funding for the Feb. 2009 to Feb. 2010 cycle is underway. Expenditures are predicted to generally match the annual allotment. (Note: for budgeting purposes the current cooperative agreement covers a 4-year period ending in 2011.)

**b. Discuss Discrepancies**

N/A.

**4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS Work Plan projects project completion in 2016.

**b. What amount of funding is needed to complete the project?**

Ecology anticipates that all annual funds in this 4 year cooperative agreement will be fully applied, as actual Ecology oversight will exceed grant funds provided through Teck.

**5. Other**

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# Superfund Cooperative Agreement (V96048301)

## *Progress Report*

January 2009 – March 31, 2009

Site Name: Upper Columbia River - Cooperative Agreement Funding Award, Teck Cominco/EPA settlement

Ecology Contact: John Roland, Project Coordinator, Toxics Cleanup Program

EPA Contact: Kevin Rochlin and Helen Bottcher, Region 10 RPMs

### **Background**

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. A cooperative agreement "grant" (V96048301) serves as the EPA/Ecology administrative construct for distributing funding to the state.

### **1a. Accomplishments**

#### *Project Management*

State technical and regulatory input continues as per the multi-government Memorandum of Agreement signed in May 2007. Routine project management of Ecology staff and resources continues. Coordination with other state agencies continues, including Department of Health and Department of Fish and Wildlife and Department of Health. Regular communications are maintained with the EPA project team and RPM. Weekly project manager meetings continue.

#### *Community Relations*

Ecology continues ongoing association with the Lake Roosevelt Forum (LRF) and Lake Roosevelt Water Quality Council (LRWQC). The LRWQC ceased activities indefinitely; the Colville Confederated Tribes representatives announced their belief that the RI/FS process and other activities associated with the lake justified this decision. Staff also maintains coordination with local government and outreach to interested citizens. Communication with the Citizens for a Clean Columbia (CCC) was limited during the period. Ecology assists EPA with fact sheet comments when requested—no fact sheets were issued during the period.

#### *Technical and Regulatory Remedial Action Participation*

Activities were dominated by the resumption of reviews and discussions concerning the beach sampling and fish tissue quality assurance sampling plans. Ecology commented on draft plans. A facilitated meeting was requested by the Participating Parties to discuss and resolve concerns on the beach, fish tissue and draft SLERA reports. Concerns and discontent emerged during the period over EPA staff advancing sturgeon studies and

planning without Participating Party participation before schedule. A facilitated meeting on the sturgeon topic was requested and resulted in much needed dialogue on the topic.

*Upper Columbia River Watershed Mine and Mill Activities*

EPA continues to advance progress at various mine and mill sites within the watershed. Ecology coordinates and supports these initiatives routinely. Abandoned mine and mill workings in the Metaline Falls area remains the area of particular focus for EPA. Limited coordination on the Grandview and Josephine mine and mill AML operations occurred during the period. Support effort was very minor during the period.

**1b. Problems and Corrective Actions**

Technical meetings using a contracted facilitator, Joe Foran, has assisted the Participating Parties advance dialogue with EPA staff on technical topics including: beach and fish. Follow through on commitments reached in these meetings is critical to further improved coordination.

**2.a. Is the project on schedule?**

The schedule is managed by EPA. The Work Plan development and approval process was severely bogged down by inadequate submittals from TCM. EPA rewrite and completion of the Work Plan should force the process forward. TCM is finally making progress in securing valid access permissions from various land manager agencies before field activities can precede. The BERA Work Plan will be the next test for the feasibility of keeping the project on schedule, which is dependent on the quality of Teck work products.

**b. What percentage of the project is complete?**

Progress on the RI/FS can be roughly estimated at 15%.

**3.a. Are the project expenditures to date as budgeted?**

Funding for the Feb. 2009 to Feb. 2010 cycle has been approved. Expenditures are predicted to generally match the annual allotment. (Note: for budgeting purposes the current cooperative agreement covers a 4-year period ending in 2011.)

**b. Discuss Discrepancies**

N/A.

**4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS Work Plan projects project completion in 2016.

**b. What amount of funding is needed to complete the project?**

Ecology anticipates that all annual funds in this 4 year cooperative agreement will be applied, as actual Ecology oversight will exceed grant funds provided through Teck.

**5. Other**

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# Superfund Cooperative Agreement (V96048301)

## Progress Report

February 9, 2007 - December 31, 2007

**Site Name:** Upper Columbia River - Cooperative Agreement - funding award, Teck Cominco/EPA settlement

**Ecology Contact:** John Roland, Toxics Cleanup Program

**EPA Contact:** Kevin Rochlin, Region 10 RPM

### Background and Status Summary:

On June 2, 2006, the EPA and Teck Cominco (TCM) entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others for oversight participation in the RI/FS process. A cooperative agreement "grant" (V96048301) serves as the EPA/Ecology administrative construct for distributing funding to the state during the RI/FS and remedy selection process for the duration of the "Settlement Agreement". This performance report provides a status update in support of the cooperative agreement arrangement.

The funding support provided is of a fixed value--established by the Settlement Agreement of which Ecology is not a signatory. Ecology's actual level of effort thus far to conduct RI/FS oversight exceeds the arbitrary funding ceiling established by the Settlement Agreement. Tasks and estimated levels-of-effort (LOE) provided by Ecology as part of the cooperative agreement statement of work represent constrained annual LOE estimates within the confines of a 4-year, fixed-fund ceiling.

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### 1a. Accomplishments:

#### Project Management

State technical and regulatory input to the RI/FS is being coordinated through the Project Coordinator. Multiple personnel are contributing to oversight. Coordination with other state agencies is ongoing, including Department of Health and Department of Fish and Wildlife. Regular communications are maintained with the EPA project team and RPM. Limited participation and tracking of the Canadian

Trail risk assessment Technical Advisory Committee (TAC) also conducted.

#### **Community Relations**

Ecology assists EPA with fact sheet comments when requested. Ecology continues ongoing association with the Lake Roosevelt Forum and Lake Roosevelt Water Quality Council. Staff also are maintaining coordination with local government and interested citizens, as is standard.

#### **Technical and Regulatory Remedial Action Participation**

This work has been extensive. Major comment sets have been submitted to EPA on two draft Work Plan versions submitted by TCM; each containing numerous deficiencies, errors, and omissions. Multiple day workshops have been arranged by TCM and attended by Ecology. Preliminary advancement of year 2008 field tasks, such as surface water study and beach testing have been additional topics of active discussion and negotiation. Further, Ecology has sponsored a series of technical focus sessions with the Participating Parties and EPA on specific ecological topics to advance mutual understanding and coordination. In addition Ecology has conducted field reconnaissance work to inspect and sample locations in support of oversight. GoTo and Web-based meetings have also been attended by multiple Ecology project staff. Weekly meetings are routine.

#### **Upper Columbia River Watershed Mine and Mill Activities**

EPA continues to advance progress at various mine and mill sites within the watershed. Ecology coordinates and supports these initiatives routinely. Abandoned mine and mill workings in the Metaline Falls area are of particular focus. Human health risk evaluation and public outreach for EPA removal action work conducted at the Pend Oreille Village has been a substantial initiative. Coordination on the Grandview mine and mill is ongoing.

#### **1b. Problems and Corrective Actions**

The most significant problems have centered on Work Plan content and government-to-government coordination. Ecology is continuing to advise EPA on potential corrective actions. Dispute resolution established by the Upper Columbia MOA has yet to be used by any of the Participating Parties.

#### **2.a. Is the project on schedule?**

The schedule is controlled by EPA. The Work Plan development and approval process has been bogged down by inadequate submittals from TCM.

**b. What percentage of the project is complete?**

N/A.

**3.a. Are the project expenditures to date as budgeted?**

For the Feb. 2007 to Feb. 2008 cycle expenditures have exceeded the available annual funding. Ecology must absorb these excess oversight costs. Note that for budgeting purposes the current cooperative agreement covers a 4-year period ending in 2011.

**b. Discuss Discrepancies**

N/A.

**4a. How much time is needed to complete the project?**

This is an EPA lead project. RI/FS is projected at ~5 years.

**b. What amount of funding is needed to complete the project?**

Ecology anticipates that all funds in this cooperative agreement will be applied, as oversight will exceed TCM funds.

**5. Other:**

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end



FW: Closeout Email for EPA Grant Number V-96048301  
Roland, John L. (ECY)  
to:  
Helen Bottcher  
05/25/2011 07:32 AM  
Hide Details  
From: "Roland, John L. (ECY)" <JROL461@ECY.WA.GOV>  
  
To: Helen Bottcher/R10/USEPA/US@EPA

Morning Helen – FYI...Original grant now retired officially.

---

**From:** Scott, Katherine (ECY)  
**Sent:** Tuesday, May 24, 2011 5:09 PM  
**To:** Roland, John L. (ECY)  
**Subject:** FW: Closeout Email for EPA Grant Number V-96048301

FYI

---

**From:** Ryser, Leann (ECY)  
**Sent:** Tuesday, May 24, 2011 5:05 PM  
**To:** Scott, Katherine (ECY); Newman, Randy (ECY)  
**Cc:** Federal Grants  
**Subject:** FW: Closeout Email for EPA Grant Number V-96048301

FYI on Upper Columbia River grant. Please forward as appropriate.

Leann Ryser  
Fiscal Secretary  
Department of Ecology  
PO Box 47615  
Olympia, WA 98504-7615  
lrys461@ecy.wa.gov  
(360) 407-7054  
(360) 407-7153 Fax

---

**From:** Wasson.Wendy@epamail.epa.gov [mailto:Wasson.Wendy@epamail.epa.gov] **On Behalf Of**  
R10\_Grants@epamail.epa.gov  
**Posted At:** Wednesday, May 18, 2011 9:46 AM  
**Posted To:** Federal Grants  
**Conversation:** Closeout Email for EPA Grant Number V-96048301  
**Subject:** Closeout Email for EPA Grant Number V-96048301

Dear EPA Grant Recipient:

The final Financial Status Report covering this agreement has been received and the final payment has been processed.

This email completes the final action on this agreement and officially closes the file. Please retain all documents related to the assistance agreement for a period of three years (ten years if a Superfund project). The closeout of this award does not affect the right of EPA to disallow costs and recover funds on the basis of a later audit or other review.

Any questions regarding this matter should be directed to the Grants Specialist shown on the agreement.

grants.r10@epa.gov  
R10 Grants Unit  
1200 Sixth Ave, Suite 900, OMP-145  
Seattle, WA 98101

EPA R10 Grant website: <http://yosemite.epa.gov/r10/OMP.NSF/grants/administration>

<b>Application for Federal Assistance SF-424</b>		Version 02
<b>*1. Type of Submission</b>  <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>*2. Type of Application</b>  <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>*If Revision, select appropriate letter(s):</b>  <b>* Other (Specify)</b>
<b>*3. Date Received:</b>		<b>4. Application Identifier:</b>
<b>5a. Federal Entity Identifier:</b>		<b>*5b. Federal Award Identifier:</b>
<b>State Use Only:</b>		
<b>6. Date Received by State:</b>		<b>7. State Application Identifier:</b>
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name: Washington State Department of Ecology</b>		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 91-6001063		<b>*c. Organizational DUNS:</b> 781347828
<b>d. Address:</b> <b>*Street1:</b> PO Box 47600 <b>Street 2:</b> <b>*City:</b> Olympia <b>County:</b> Thurston <b>*State:</b> WA <b>Province:</b> <b>Country:</b> USA <span style="float: right;"><b>*Zip/ Postal Code:</b> 98504-7600</span>		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> Toxics Cleanup Program		<b>Division Name:</b> Eastern Regional Office - Toxics Cleanup Program
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: Ms. <span style="float: right;">First Name: Katherine</span> Middle Name: A. <b>*Last Name:</b> Scott Suffix:		
<b>Title:</b> Contracts and Grants Officer		
<b>Organizational Affiliation:</b>		
<b>*Telephone Number:</b> 360-407-7213		<b>Fax Number:</b> 360-407-7134
<b>*Email:</b> ksco@ecy.wa.gov		

<b>Application for Federal Assistance SF-424</b>		<b>Version 02</b>
9. Type of Applicant 1: Select Applicant Type: <b>A. State Government</b>		
Type of Applicant 2: Select Applicant Type: - Select One -		
Type of Applicant 3: Select Applicant Type: - Select One -		
*Other (specify):		
*10. Name of Federal Agency: <b>Environmental Protection Agency, Ricardo Solis</b>		
11. Catalog of Federal Domestic Assistance Number: <b>66.802</b> CFDA Title: <b>Hazardous Substance Response Trust Fund</b>		
*12. Funding Opportunity Number:  *Title:		
13. Competition Identification Number:  Title:		
14. Areas Affected by Project (Cities, Counties, States, etc.): <b>Stevens and Ferry Counties</b>		
*15. Descriptive Title of Applicant's Project: <b>Upper Columbia River (Lake Roosevelt) Settlement Agreement for Remedial Investigation and Feasibility Study by Teck Cominco American/Teck Cominco Metals Ltd.</b>		
<b>Attach supporting documents as specified in agency instructions.</b>		

**Application for Federal Assistance SF-424**

Version 02

16. Congressional Districts Of:

\*a. Applicant 3

\*b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\*a. Start Date: 3/1/2011

\*b. End Date: 6/30/2015

**18. Estimated Funding (\$):**

*a. Federal	\$466,323
*b. Applicant	0
*c. State	0
*d. Local	0
*e. Other	0
*f. Program Income	0
*g. TOTAL	\$466,323

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ \*\*I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Ms.

\*First Name: Patricia

Middle Name: L.

\*Last Name: McLain

Suffix:

\*Title: Chief Financial Officer

\*Telephone Number: 360-407-7005

Fax Number: 360-407-7153

\*Email: federalgrants@ecy.wa.gov

\*Signature of Authorized Representative

Date Signed: 12/29/2010



## Application for Federal Assistance SF-424

Version 02

### \*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

# BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Hazardous Substance Response Trust Fund	66.802	\$	\$	\$466,323	\$	\$466,323
2.						
3.						
4.						
5. Totals		\$	\$	\$466,323	\$	\$466,323
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)	
	(1)SFY11 & 12	(2)SFY13	(3)SFY14	(4)SFY15		
a. Personnel	\$79,188	\$63,366	\$63,366	\$63,366	\$269,286	
b. Fringe Benefits	24,073	19,263	19,263	19,263	81,862	
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
g. Construction						
h. Other						
i. Total Direct Charges (sum of 6a-6h)	103,261	82,629	82,629	82,629	351,148	
j. Indirect Charges	33,869	27,102	27,102	27,102	115,175	
k. TOTALS (sum of 6i and 6j)	\$137,130	\$109,731	\$109,731	\$109,731	\$466,323	
7. Program Income	\$	\$	\$	\$	\$	

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Standard Form 424A (Rev. 7-97)  
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	
SECTION D - FORECASTED CASH NEEDS					
	Total for SFY11 & 12	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$137,130	\$34,282	\$34,282	\$34,283	\$34,283
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$137,130	\$34,282	\$34,282	\$34,283	\$34,283
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: Fringe Benefits are 30.4% of Direct Labor. They are Social Security, retirement, & pensions, medical aid, industrial insurance, and other.		22. Indirect Charges: Ecology's approved Indirect Rate for FY11 is 32.8% of Direct Labor and Fringe Benefits.			
23. Remarks:					

## **STATEMENT OF WORK**

**Site Name:** Upper Columbia River (Lake Roosevelt)  
**Ecology Contact:** John Roland, Project Coordinator  
**EPA Region 10 Contact:** Helen Botcher, RPM  
**Performance Period:** March 2011 – June 2015

### **I. PURPOSE**

The purpose of this agreement is for the Environmental Protection Agency (EPA) to secure technical, administrative, and regulatory support from the Washington State Department of Ecology (Ecology) and other state entities (collectively referred to as the State) as necessary for assistance on the Remedial Investigation and Feasibility Study (RI/FS) work being conducted by Teck Cominco American Inc./Teck Cominco Metals Ltd. (TCM) under formal agreement with EPA.

### **II. BACKGROUND**

On June 2, 2006, the EPA and TCM entered into a formal contract, ("Settlement Agreement"), directing TCM to complete a Superfund RI/FS of the Upper Columbia River site (UCR). Integral to the Settlement Agreement is a Statement of Work, referred to as "Exhibit A" in the contract. Section XIII Costs, subpart 48 of the Settlement Agreement establishes funding by TCM to the State of Washington and others to provide for oversight participation in the RI/FS process. This grant will perform as the EPA/Ecology construct for distributing this funding to the State of Washington during the RI/FS and remedy selection process for the duration of the "Settlement Agreement" implementation.

### **III. SCOPE**

This Cooperative Agreement Statement of Work (SOW) provides for support to EPA under the primary tasks identified below. The State will focus on science and engineering technical oversight, substantive issues, long range goals, planning, community relations, government-to-government coordination, grant management, and various requirements under state law and regulation.

### **IV. ANNUAL OVERSIGHT AND SPECIAL ASSISTANCE TASKS**

The tasks to be performed are expected to cross fiscal years from FY11 to FY15. FY11-12 will be for a period of effectively 16 months, while the remaining years (FY13, FY14, and FY15) will be 12 month blocks. Specific details are presented in associated spreadsheets. The following tasks presented below will be performed on an annual basis by Ecology for the period of performance of this Cooperative Agreement SOW. The levels of effort are presented for convenience on an annual basis:

## Task 1: PROJECT MANAGEMENT

1. Coordinate State technical or policy input; provide timely, substantive comments as feasible. Provide State project coordinator. Coordinate staff technical comments. Provide coordination services with other state agencies, including Department of Health and Washington Department of Fish and Wildlife.
2. Maintain up-to-date information regarding site activities through regular communications with the EPA Remedial Project Managers (RPMs). Work closely and collaboratively with the RPMs for RI/FS, interim and related cleanup actions. Perform as the primary contact with UCR regulatory stakeholders and TCM. As appropriate, participate in technology and policy meetings. Maintain Ecology project files.
3. Track State costs. Update SOW for Cooperative Assistance Agreement, as necessary.
4. Monitor Canadian and B.C. provincial coordination, including Trail Technical Advisory Committee (TAC) and the Columbia River Integrated Environmental Monitoring Program (CRIEMP).

Estimated Level of Effort - 355 hours

Labor Title	Hours
Section Manager	40
Hydrogeologist 4	200
Hydrogeologist 3	160
Support Staff	<u>15</u>
Total	415

## Task 2: COMMUNITY RELATIONS

1. Promote, assistance in coordinating, and assisting public outreach and community relations. This includes offering assistance as feasible with fact sheets, meetings, hearings, etc. Also included is participation with citizen groups such as the Lake Roosevelt Forum, Citizens for a Clean Columbia, local governments and other community interest groups.

Estimated Level of Effort - 120 hours

Labor Title	Hours
Hydrogeologist 4	30
Education/Outreach Spec.2	50
Public Information Officer 4	20
Support Staff	<u>20</u>
Total	120

Task 3: CONDUCT TECHNICAL AND REGULATORY REMEDIAL ACTION  
PARTICIPATION

1. Provide evaluation, comment, advisement, recommendations, define state requirements on planning documents, technical memoranda, site characterization materials, risk analyses, habitat considerations, pilot/treatability studies, remedial alternatives, engineering designs and any other associated correspondences and milestones as defined in tasks 1 through 8 of the 'Settlement Agreement' SOW.
2. Participate in meetings and conference calls to provide Ecology and State technical and policy involvement on cleanup issues. Attend appropriate conferences and conduct travel as needed to conduct oversight—examples being SETAC and visits to labs.
3. Conduct field visits and field oversight. Potentially design and implement supplemental investigative activities.
4. Provide assistance and recommendations for removal or remedial actions as appropriate.
5. Assist and participate in multi-government cleanup coordinating technical advisory committees, as appropriate.
6. Assure compliance with Applicable, Relevant and Appropriate Requirements.
7. Involve and retain necessary technical resources at the state level.
8. Participate in and contribute to RI/FS dispute resolution.

Estimated Level of Effort - 1090 hours

Labor Title	Hours
Section Manager	30
Hydrogeologist 4	220
Hydrogeologist 3	460
Environmental Specialist 3	350
Environmental Engineer 3	70
Support Staff	<u>20</u>
Total	1150

Task 4: UPPER COLUMBIA ASSOCIATED MINE, MILL, and SMELTER  
REMEDIAL ACTIVITIES

1. Aid in the planning, assessments, performance of interim actions and other remedial action activities associated with UCR tributaries from various mining and industrial sites within the watershed.

Estimated Level of Effort – 366 hours

Labor Title	Hours
Hydrogeologist 4	150
Environmental Specialist 3	56
Hydrogeologist 3	50
Education/Outreach Specialist 2	20
Support Staff	<u>20</u>
Total	296

V. TOTAL LEVEL OF EFFORT FOR BUDGET

Salary Classifications:

Labor Title	TOTAL HOURS	FTEs
Section Manager.	70	.034
Environmental Engineer 3	70	.034
Hydrogeologist 3	670	.321
Environmental Specialist 3	406	.194
Education/Outreach Specialist 2	70	.034
Hydrogeologist 4	600	.263
Support Staff	75	.036
Public Information Officer 4	<u>20</u>	<u>.010</u>
Total	1,931	0.925

Upper Columbia River (Lake Roosevelt) Superfund Cooperative Agreement					
Site Budgets for FY10-15, 3/1/11 - 6/30/15					
FYs 11-12 3/1/11 - 6/30/12					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
<i>Upper Columbia River</i>	Section Manager	87	0.042	\$92,784	\$ 3,866
	Environmental Engineer 4	0	0.000	\$ 84,984	\$ -
	Environmental Specialist 3	508	0.243	\$ 51,864	\$ 12,618
	Environmental Engineer 3	87	0.042	\$ 80,892	\$ 3,371
	Hydrogeologist 4	688	0.330	\$ 78,900	\$ 25,998
	Educ./Outreach Specialist 3	87	0.042	\$ 51,864	\$ 2,161
	Hydrogeologist 3	838	0.401	\$ 71,496	\$ 28,694
	Public Information Officer 4	25	0.012	\$ 60,120	\$ 720
	Support Staff	93	0.045	\$ 39,516	\$ 1,760
		2413	1.156		\$79,188
	<b>BUDGET</b>				
	Direct Labor				\$ 79,188
	Benefits (30.4% D.L.)				\$ 24,073
	Agency Indirect (32.8%(( D.L. + B.))				\$ 33,869
	<b>TOTAL</b>				<b>\$ 137,130</b>



FY13 7/1/12 - 6/30/13					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
<i>Upper Columbia River</i>	Section Manager	70	0.034	\$92,784	\$ 3,111
	Environmental Engineer 4	0	0.000	\$ 84,984	\$ -
	Environmental Specialist 3	406	0.194	\$ 51,864	\$ 10,085
	Environmental Engineer 3	70	0.034	\$ 80,892	\$ 2,712
	Hydrogeologist 4	550	0.263	\$ 78,900	\$ 20,783
	Educ./Outreach Specialist 3	70	0.034	\$ 51,864	\$ 1,739
	Hydrogeologist 3	670	0.321	\$ 71,496	\$ 22,942
	Public Information Officer 4	20	0.010	\$ 60,120	\$ 576
	Support Staff	75	0.036	\$ 39,516	\$ 1,419
		1931	0.925		\$63,366
	<b>BUDGET</b>				
	Direct Labor				\$ 63,366
	Benefits (30.4% D.L.)				\$ 19,263
	Agency Indirect (32.8% (D.L. + B.))				\$ 27,102
	<b>TOTAL</b>				\$ 109,731

FY14 7/1/13 - 6/30/14					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
<i>Upper Columbia River</i>	Section Manager	70	0.034	\$92,784	\$ 3,111
	Environmental Engineer 4	0	0.000	\$ 84,984	\$ -
	Environmental Specialist 3	406	0.194	\$ 51,864	\$ 10,085
	Environmental Engineer 3	70	0.034	\$ 80,892	\$ 2,712
	Hydrogeologist 4	550	0.263	\$ 78,900	\$ 20,783
	Educ./Outreach Specialist 3	70	0.034	\$ 51,864	\$ 1,739
	Hydrogeologist 3	670	0.321	\$ 71,496	\$ 22,942
	Public Information Officer 4	20	0.010	\$ 60,120	\$ 576
	Support Staff	75	0.036	\$ 39,516	\$ 1,419
		1931	0.925		\$63,366
	<b>BUDGET</b>				
	Direct Labor				\$ 63,366
	Benefits (30.4% D.L.)				\$ 19,263
	Agency Indirect (32.8% (D.L. + B.))				\$ 27,102
	<b>TOTAL</b>				\$ 109,731

FY15 7/1/14 - 6/30/15					
SITE NAME	JOB TITLE	HOURS	FTE	SALARY	TOTAL
<i>Upper Columbia River</i>	Section Manager	70	0.034	\$92,784	\$ 3,111
	Environmental Engineer 4	0	0.000	\$ 84,984	\$ -
	Environmental Specialist 3	406	0.194	\$ 51,864	\$ 10,085
	Environmental Engineer 3	70	0.034	\$ 80,892	\$ 2,712
	Hydrogeologist 4	550	0.263	\$ 78,900	\$ 20,783
	Educ./Outreach Specalist 3	70	0.034	\$ 51,864	\$ 1,739
	Hydrogeologist 3	670	0.321	\$ 71,496	\$ 22,942
	Public Information Officer 4	20	0.010	\$ 60,120	\$ 576
	Support Staff	75	0.036	\$ 39,516	\$ 1,419
		1931	0.925		\$63,366
	<b>BUDGET</b>				
	Direct Labor				\$ 63,366
	Benefits (30.4% D.L.)				\$ 19,263
	Agency Indirect (32.8% (D.L. + B.))				\$ 27,102
	<b>TOTAL</b>				<b>\$ 109,731</b>
			<b>Total</b>		<b>\$ 466,323</b>

## KEY CONTACTS FORM

### For Washington State Department of Ecology

**Authorized Representative:** *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Patricia L. McLain  
Title: Chief Financial Officer  
Complete Address: PO Box 47600  
Olympia, WA 98504-7600  
Phone Number: (360) 407-7005  
Fax Number: (360) 407-7153  
E-Mail Address: pmcl461@ecy.wa.gov / federalgrants@ecy.wa.gov

**Payee:** *Individual authorized to accept payments.*

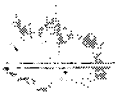
Name: Lisa Darnell  
Title: Fiscal Manager  
Complete Address: PO Box 47615  
Olympia, WA 98504-7615  
Phone Number: (360) 407-7052  
Fax Number: (360) 407-7153  
E-Mail Address: ldar461@ecy.wa.gov

**Administrative Contact:** *Individual from Sponsored Program Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests, etc.).*

Name: Randy Newman  
Title: Budget Planner  
Program: Toxics Cleanup Program  
Complete Address: PO Box 47600  
Olympia, WA 98504-7600  
Phone Number: (360) 407-7219  
Fax Number: (360) 407-7154  
E-Mail Address: rane461@ecy.wa.gov

**Principal Investigator:** *Individual responsible for the technical completion of the proposed work.*

Name: John Roland  
Title: Hydrogeologist 4, Project Lead  
Program: Toxics Cleanup Program  
Complete Address: 4601 N. Monroe Street  
Spokane, WA 99205  
Phone Number: (509) 329-3581  
Fax Number: (509) 329-3572  
E-Mail Address: jrol461@ecy.wa.gov  
Web URL: http://www.ecy.wa.gov/ecyhome.html



**V-96048301**

R10 Grants to: federalgrants

Sent by: Wendy Wasson

Cc: Helen Bottcher, Kevin Rochlin

01/08/2010 10:12 AM

The following change was made to your assistance agreement:

- ☐ EPA Contact Information
- ☒ Project Officer

Helen Bottcher  
Environmental Protection Agency  
1200 Sixth Ave., Suite 900, ECL-111  
Seattle, WA 98101  
206-553-6069

- ☐ Grant Specialist
- ☐ Project/Recipient/Payee Information
- ☐ Rebudgeting (minor <10%)
- ☐ Terms & Conditions (minor)
- ☐ Other:

Any questions should be directed to either the Project Officer or the Grants Specialist listed on the document.

Please file this transmittal with your award documents. No other action is required on your part.

From the Desk of:  
R10 Grants  
US EPA Region 10, M/S OMP-145  
Seattle, WA 98101  
Tel: 206-553-5780  
Fax: 206-553-4597

OMP wants to hear from you, [click here to provide feedback.](#)

**Document Summary:** General Ledger Entries

Doc Type: GO

Doc No: V96048301

Vendor Code: 916001063AV

IGMS Grant No: 96048301-4

IGMS Budget Start Date: 02/15/2007

IGMS Budget End Date: 02/28/2011

IGMS Project Start Date: 02/15/2007

IGMS Project End Date: 02/28/2011

Order Date: 02/09/07

Effective Date: 02/15/07

Closed Date: 05/10/11

Servicing Finance Office: AP33

Order Amount: \$347,818.00

Paid Amount: \$347,818.00

Available Amount: \$0.00

Vendor: WA STATE DEPT OF ECOLOGY

AIMS FFR Status: 05/10/2011-Final FFR received and processed; grant is financially closed

**Document Details:** Expand

Line#	Line Amt	Paid Amt	Available Amt	BFY	Fund	Org	Program	Job	BOC	CostOrg	Comments
001	\$100,000.00	\$100,000.00	\$0.00	2007	TR2	10Q0XEM	302DD2E	10EMMA00	4185	C003	0710QSG003
002	\$100,000.00	\$100,000.00	\$0.00	2008	TR2	10Q0XEM	302DD2E	10EMMA00	4185	C003	0810QVG003
003	\$147,818.00	\$147,818.00	\$0.00	2009	TR2	10Q0XEM	302DD2E	10EMMA00	4185	C003	0910QXG002

**Document Activity:**

Date	Ref Amount	Related Document	Direction	Date	Ref Amount	Related Document	Date	Ref Amount	Related Document
05/10/11	-\$52,182.00	Decrease							
03/15/11	\$5,014.00	DA 11AS0550066	Forward						
02/14/11	\$12,793.00	DA 11AS0542170	Forward						
01/13/11	\$4,610.00	DA 11AS0534109	Forward						
12/15/10	\$7,237.00	DA 11AS0526867	Forward						
11/22/10	\$8,957.00	DA 11AS0520890	Forward						
10/18/10	\$15,012.00	DA 11AS0511715	Forward						
09/02/10	\$1,283.00	DA 10AS0498740	Forward						
07/22/10	\$9,036.00	DA 10AS0488272	Forward						
06/11/10	\$7,014.00	DA 10AS0478546	Forward						
05/13/10	\$9,867.00	DA 10AS0471298	Forward						
04/13/10	\$6,939.00	DA 10AS0463242	Forward						
03/12/10	\$6,347.00	DA 10AS0455282	Forward						
02/16/10	\$7,651.00	DA 10AS0448701	Forward						
02/16/10	\$50,000.00	RQ 1010QZG004	Back						
01/15/10	\$3,010.00	DA 10AS0441800	Forward						
12/15/09	\$2,831.00	DA 10AS0435067	Forward						
11/18/09	\$2,700.00	DA 10AS0429282	Forward						
10/15/09	\$26,412.00	DA 10AS0421201	Forward						
09/16/09	\$8.00	DA 09AS0414279	Forward						
07/27/09	\$6,875.00	DA 09AS0402919	Forward						
06/26/09	\$90.00	DA 09AS0396840	Forward						
06/15/09	\$4,596.00	DA 09AS0393847	Forward						
05/14/09	\$5,193.00	DA 09AS0387386	Forward						
04/14/09	\$6,460.00	DA 09AS0379996	Forward						

03/13/09	\$6,994.00	DA 09AS0373738	Forward						
03/10/09	\$150,000.00	RQ 0910QXG002	Back						
02/18/09	\$14,585.00	DA 09AS0368397	Forward						
01/20/09	\$5,977.00	DA 09AS0362431	Forward						
12/15/08	\$4,068.00	DA 09AS0356153	Forward						
11/18/08	\$8,525.00	DA 09AS0350792	Forward						
10/15/08	\$8,648.00	DA 09AS0343920	Forward						
10/15/08	\$12,278.00	DA 09AS0343919	Forward						
09/15/08	\$17,436.00	DA 08AS0338006	Forward						
07/14/08	\$3,314.00	DA 08AS0325971	Forward						
06/27/08	\$84.00	DA 08AS0323279	Forward						
06/13/08	\$5,974.00	DA 08AS0319848	Forward						
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01/18/08	\$4,094.00	DA 08AS0288727	Forward						
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11/21/07	\$14,643.00	DA 08AS0277696	Forward						
10/19/07	\$30,516.00	DA 08AS0271023	Forward						
07/31/07	\$2,022.00	DA 07AS0255212	Forward						
07/13/07	\$3,973.00	DA 07AS0251821	Forward						
06/28/07	\$400.00	DA 07AS0249203	Forward						
06/15/07	\$5,535.00	DA 07AS0246413	Forward						
05/15/07	\$7,172.00	DA 07AS0240129	Forward						
04/19/07	\$6,373.00	DA 07AS0235047	Forward						
03/14/07	\$14,541.00	DA 07AS0227973	Forward						
02/14/07	\$100,000.00	RQ 0710QSG003	Back						

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EPA@Work Home | EPA Internet  
[http://quarter.rtpnc.epa.gov/neis/ifms\\_doc.resolve](http://quarter.rtpnc.epa.gov/neis/ifms_doc.resolve)  
This web page was last updated on 08/07/2010.  
This data was last updated on 07/18/2011 14:02  
This page coordinated by: Thomas Ngo

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 10  
1200 Sixth Avenue  
Seattle, WA 98101

June 18, 2007

**Reply to**  
**Attn Of:** ECL-112

John Roland  
Ecology Eastern Regional Office  
N. 4601 Monroe Street  
Spokane, Washington 99205-1295

Re: Upper Columbia River Site

Dear Mr. Roland:

The purpose of this letter is to transmit a copy of the Intergovernmental Memorandum of Agreement for the Upper Columbia River Site. A copy of the signed Agreement is enclosed.

Should you have any questions, please feel free to contact Kevin Rochlin, Remedial Project Manager, at (206) 553-2106.

Sincerely,

A handwritten signature in cursive script that reads "Monica Tonel".

Monica Tonel  
Office of Environmental Cleanup

Enclosure

cc: Kevin Rochlin, EPA



COPY

**INTERGOVERNMENTAL  
MEMORANDUM OF AGREEMENT  
FOR THE UPPER COLUMBIA RIVER SUPERFUND SITE**

**I) PARTICIPATING PARTIES**

This Memorandum of Agreement ("MOA" or "Agreement") is entered into by and between the following governmental parties (collectively the "Participating Parties"):

-----The United States Environmental Protection Agency ("EPA");

The Washington Department of Ecology ("Ecology");

The Confederated Tribes of the Colville Reservation ("CTCR");

The Spokane Tribe of Indians ("STI"); and

The United States Department of the Interior ("DOI").

**II) BACKGROUND**

On June 2, 2006, EPA and Teck Cominco Metals, Ltd ("TCM") and Teck Cominco American Incorporated ("TCAI") entered into a Settlement Agreement ("Settlement Agreement") for the performance of a CERCLA Remedial Investigation and Feasibility Study ("RI/FS") at the Upper Columbia River Site ("UCRS" or "Site") in eastern Washington. TCM and TCAI are collectively referred to herein as "Teck Cominco". The RI/FS that Teck Cominco is required to perform under the Settlement Agreement is outlined in an agreed-upon Statement of Work, entitled, "Remedial Investigation and Feasibility Studies [at the] Upper Columbia River Site" (March 16, 2006) (hereinafter the "UCRS-SOW"). The Settlement Agreement directs Teck Cominco to conduct the RI/FS consistent with EPA guidance and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"). While DOI, Ecology, the CTCR and the STI are not parties to the Settlement Agreement each has statutory and regulatory mandates applicable to the RI/FS and will be active government oversight participants in performance of the RI/FS. Following the RI/FS, issuance of a proposed plan and public comment, EPA will select a remedy for cleanup of the Site, and issue a Record of Decision ("ROD"). This MOA is intended to assist the Participating Parties in achieving enhanced communication, coordination and efficiencies during the RI/FS process.

**III) GOALS AND PURPOSES OF THIS MOA**

A) The goals of the Participating Parties in entering into this MOA are to:

- Y9103
- i) Provide a framework for intergovernmental coordination and cooperation among Ecology, the CTCR, the STI, DOI and EPA in the Upper Columbia River RI/FS process;
  - ii) Ensure direct discussion, review, comment, and meaningful participation and involvement among the Participating Parties to this MOA in all aspects of the RI/FS process;
  - iii) Facilitate the internal coordination and cooperation among the Participating Parties in their review, deliberation and ongoing involvement in this matter;
  - iv) Provide for dispute resolution among the Participating Parties as may be necessary to further the goals of the Participating Parties; and,
- 
- v) Assure that all activities undertaken by the Participating Parties are performed pursuant to CERCLA and consistent with applicable EPA guidance to implement CERCLA and not inconsistent with the NCP.
- B) The Participating Parties agree to coordinate and participate in determining the nature and extent of contamination at, from, and to the Site, and in development of alternatives for an effective cleanup of the Site in a manner consistent with the requirements of CERCLA, 42 U.S.C. §§ 9601 *et seq.*, and the NCP, 40 C.F.R. Part 300. This includes, but is not limited to:
- i) Identify sources of contamination to the Site and implement source control measures and/or interim response actions as necessary;
  - ii) Incorporate the expertise of federal agencies that have listed species at the Site pursuant to the Endangered Species Act;
  - iii) Incorporate the expertise of the DOI, CTCR, the STI and Ecology which have affected resources at the Site;
  - iv) Implement the United States government-to-government and federal trust responsibilities to the CTCR and STI in part by providing for Tribal consultation, and addressing Tribal cultural resource matters. This Site is located in part within the exterior boundaries of the Colville Indian Reservation; the former North Half of the Colville Reservation where the CTCR hold reserved rights in natural resources that have been affirmed by the Supreme Court; and the Spokane Indian Reservation;
  - v) Consult with and advise EPA regarding the role of the CTCR, the STI, Ecology, and DOI in their capacities as CERCLA Natural Resource Trustees in accordance with Section 104(b)(2) of CERCLA, 42 U.S.C. § 9604(b)(2), and with regard to applicable Federal, State and Tribal applicable and relevant and appropriate requirements ("ARAR") under Section 121 of CERCLA, 42 U.S.C. § 9621; and

- vi) Provide the Participating Parties with an opportunity to work with EPA to develop a coordinated approach for conducting future negotiations with Teck Cominco. Notice of and an opportunity to participate in future negotiations with Teck Cominco will be provided in accordance with the requirements of CERCLA and the NCP.
- C) Nothing in this Agreement is intended to preclude the Participating Parties from continuing the coordination and cooperation described in the MOA through the Remedial Design and Remedial Action at this site.

#### IV) AUTHORITY AND APPLICABILITY

- A) Each Party has authority to enter into this Agreement.
  - i) EPA, DOI, Ecology, the CTCR and STI have express statutory authority to respond to releases of hazardous substances related to the Site. Through Sections 104(c) (2) and 126 of CERCLA, 42 USC §§ 9604(c) (2) and 9626, States and Tribes also have express consultative rights under CERCLA regarding EPA's selection of a remedy.
  - ii) In addition, the CTCR, the STI and other State and Federal Participating Parties have express authority as Natural Resource Trustees under CERCLA, and have rights and responsibilities as set forth in the United States Constitution, treaties, statutes, executive orders, and court decisions. See 42 U.S.C. §§ 9601 *et seq.*; 42 U.S.C. § 9607(f); NCP, 40 CFR Part 300 Subpart G; Executive Order 12580, Executive Order 13016 (amending 12580) and other applicable laws.

#### V) PARTICIPATING PARTY ACTIVITIES

- A) EPA is the Lead Agency at the UCRS.
- B) Coordination
  - i) Technical Coordinating Team: A Technical Coordinating Team ("TCT") established by this Agreement shall be the principle means of coordination and communication of data and information among and between the Participating Parties with regard to the RI/FS and ROD work to be performed at the Site, and shall also serve as the forum for identifying and resolving implementation issues. To the extent that issues among the Participating Parties are not resolved by the TCT, the Participating Parties will follow the dispute resolution procedures set forth in Section VI of this Agreement.
    - (a) The TCT will be made up of representatives from all Participating Parties. Each Party will designate an individual point of contact for TCT purposes.

- (b) The EPA UCRS Project Manager (for the Site) will act as the primary convener of the TCT, though any TCT-designated representative also may initiate meetings. Because the goal is to ensure full participation from the Participating Parties, EPA will make best efforts to provide a minimum of five (5) working days notice for any conference call or meeting of the TCT. Meeting conveners will make best efforts to fax or e-mail agendas and associated materials to the TCT group sufficiently in advance of the meeting to allow representatives to meaningfully participate. Meetings of the TCT may be held in person or by teleconference for some or all participants, as appropriate under the circumstances. In addition, EPA will continue to set up routine calls and meetings. The other members of the TCT may also call meetings as necessary.
- 
- (c) The Participating Parties will work collaboratively to maintain records as appropriate of technical, procedural, and regulatory outcomes of TCT deliberations and communications.
- (d) The TCT will mutually coordinate and openly disseminate information to one another relating to the Site, and identify and work to resolve technical and procedural differences among the Participating Parties. The Parties will strive to promptly identify and mutually resolve areas of concern or disagreement as they may arise over the course of the RI/FS.
- (e) EPA as part of its lead role will work to ensure that each Participating Party is provided with copies of all key technical documents and data in a timely fashion to support their informed participation in meetings and deliberations.
- (f) Key technical draft documents developed by EPA or other Participating Party members will be distributed to the other Participating Parties within a timeframe appropriate for incorporation of technical, jurisdictional, and regulatory expertise prior to finalization of the document. Timeframes will be determined on a case-by-case basis as part of the on-going Project Managers' routine calls.
- (g) Each Participating Party will transmit copies of all final technical correspondence with Teck Cominco to the other Participating Parties prior to or concurrently with the transfer to Teck Cominco and following internal discussions with the Participating Parties as appropriate.
- (h) Each Participating Party will coordinate and collaborate with the other Participating Parties on community relations planning, outreach, and implementation.
- ii) The Participating Parties will meet annually to evaluate the effectiveness of this MOA, review activities undertaken pursuant to this MOA and other

related activities of the Participating Parties, and discuss the progress of the RI/FS work.

C) Review Process for Documents

- i) Appendix A outlines the review process for documents submitted by Teck Cominco.
- ii) Appendix B outlines the review process for documents prepared by EPA.

D) Ongoing and Future Negotiations between EPA and Teck Cominco

- i) EPA will work with the Participating Parties to develop a coordinated approach for conducting future negotiations with Teck Cominco and any other potentially responsible parties (PRPs) regarding implementation of the remedy selected for the Site in the ROD or other response actions.
- ii) EPA will promptly notify the Participating Parties upon the initiation by Teck Cominco of dispute resolution or judicial review invoked under Section X of the Settlement Agreement. Further, EPA will share correspondence related to any dispute related to the Work or the Technical Review Process with the Participating Parties and EPA will, at its discretion, seek input from the Participating Parties in formulating a position on a dispute and/or responding to Teck Cominco in writing.

E) Cultural Resources

- i) EPA recognizes the significance of cultural resources to the CTCR and the STI and DOI and will conduct its management of the Site in compliance with applicable federal and Tribal laws related to cultural resources, which may without limitation include the National Historic Preservation Act ("NHPA"), 16 U.S.C. §§ 470 *et seq.*, Archaeological Resource Protection Act ("ARPA"), 16 U.S.C. § 470aa-mm, Native American Graves Protection and Repatriation Act ("NAGPRA"), 25 U.S.C. §§ 3001 *et seq.*, American Indian Religious Freedom Act ("AIRFA"), 42 U.S.C. §§ 1996, 1996a, as applicable.
- ii) EPA will consult with DOI, CTCR and the STI, as well as the Washington State Office of Archeology and Historic Preservation (as appropriate), regarding the existence of cultural resources at the Site, and develop a strategy in consultation with the CTCR and the STI to ensure the protection of those cultural resources and compliance with applicable Federal, State and Tribal laws. Such efforts may include, for example, Teck Cominco's performance of cultural resource surveys or the incorporation of cultural resource-related tasks in work plans.
- iii) Nothing in this Agreement or this section regarding cultural resources is intended to enlarge, restrict, or otherwise affect any Participating Party's

rights or obligations regarding cultural resources under applicable law, including tribal laws and policies that provide disclosure of specific sites.

**F) Cleanup Decision Making**

- i) Remedial action decision making under the Settlement Agreement shall be consistent with CERCLA and the remedy selection shall be expressed in ROD(s) in accordance with CERCLA, EPA guidance and the NCP.

**VI) Dispute Resolution**

The Participating Parties commit to working respectfully and cooperatively together and using their best efforts to informally resolve any disagreements within the TCT.

- A) If the Participating Parties cannot resolve matters informally at the staff and immediate supervisory levels, the following dispute resolution process will be used:
  - i) If a technical or other matter cannot be resolved informally, it shall promptly be brought to the attention of next level supervisory administrator for each of the Participating Parties, who shall attempt to resolve the matter. Any Party may have a representative participate in discussions regarding the dispute in person, by phone or through submission of a written statement of position for consideration.
  - ii) If the preceding procedure is not successful in resolving a dispute, the issue shall be assigned to the following decision-makers, who are also signatories to this MOA, for resolution: the Office Director of the Region 10 Office of Environmental Cleanup for EPA, the Director of the Toxics Cleanup Program for Ecology; the Director of the Department of Natural Resources for STI; the Director of the Environmental Trust Department of CTCR; and the Lead Departmental Official for DOI. These decision-makers may elect to have representatives of their choosing participate in discussions regarding the dispute in person, by phone or through submission of a written statement of position for consideration.
  - iii) EPA's Environmental Cleanup Office Division Director will make the final determination on any disputed matter.
  - iv) The Participating Parties will revisit the dispute resolution process annually to assess its effectiveness.
  - v) To avoid any significant disruption to work, Participating Party disputes will be resolved within fifteen (15) working days.

## VII) CONFIDENTIALITY

- A) The Participating Parties recognize that in order to effectively and efficiently exercise their authorities concerning the Site, their counsel, employees, and consultants may exchange documents and information subject to attorney-client privilege, attorney work product, and other forms of privilege. The Participating Parties intend to keep certain information shared under this Agreement confidential to the extent permitted by law. To avoid interference with a potential enforcement proceeding in which the parties have a common interest, the Participating Parties will protect from disclosure any law enforcement records exchanged in anticipation of litigation, to the extent allowed by law. The Participating Parties agree to protect these privileges, to the full extent permissible under applicable law. The Participating Parties will make every effort in accordance with law to maintain the confidentiality of cultural resource information that a signatory Tribe identifies as sensitive. A Party that cannot protect the confidentiality of a document will decline and/or return the document to the originator.
- B) Whenever sharing information deemed confidential, the Party shall clearly mark any information to which it asserts a privilege as **"Privileged and Confidential Information Do Not Release without Authorization."** The Party receiving information so marked agrees not to release, or allow to be released such information to a non-party, to the extent permitted by law. The Participating Parties agree that failure to so mark information developed or shared under this Agreement does not preclude the Participating Parties from asserting the protections under the Federal Freedom of Information Act, Washington State or Tribal law, or from asserting privileges and exceptions in seeking to protect the information from discovery.

## VIII) GENERAL PROVISIONS

- A) Nothing in this Agreement is intended to either create any right in or grant any cause of action to any person not a Party to this Agreement or to release or waive any claim, cause of action, demand, or defense in law or equity that any Party to this Agreement may have against any person(s) or entity that is or is not a party to this Agreement.
- B) EPA and other federal agencies have a unique legal relationship with Tribal governments as set forth in the United States Constitution, treaties, statutes, executive orders, and court decisions. Federal policies instruct EPA to have regular and meaningful consultation with Indian Tribal governments when developing policies and regulatory decisions on matters affecting their communities and resources, including without limitation Executive Order 13175 on Consultation and Coordination with Indian tribal Governments, effective January 6, 2001; President Clinton's memorandum of April 29, 1994 on

Government-to-Government Relations with Native American Tribal Governments; and the EPA Policy for the Administration of Environmental Programs on Indian Reservations, November 8, 1984.


- C) Nothing in this Agreement is intended to preclude separate government-to-government consultation between or among a signatory Tribe, Ecology, DOI and EPA or other federal agencies pursuant either to federal Indian law and policies, or any separate government-to-government consultation agreement(s) between EPA and a signatory Tribe.
- D) The Participating Parties recognize that each Party reserves all rights, powers, and remedies now or hereafter existing in law or in equity, by statute, treaty, or otherwise. Nothing in this Agreement is or shall be construed to be a waiver of the sovereignty or Sovereign Immunity of a signatory Party. This Agreement creates no rights in third parties or the right to judicial review.
- E) EPA will provide at least a fourteen (14) day advance notice to the Participating Parties of any contemplated response enforcement or cost recovery action concerning the Site, and will seek timely comment from the Participating Parties. In the event of an imminent and substantial endangerment, EPA will take the appropriate action and notify the Participating Parties in a timely manner.
- F) Nothing in this Agreement waives or supersedes the legal rights of Ecology, the CTCR, the STI or the DOI under CERCLA including those regarding ARARs, ROD concurrence, and consent decree or other agreement participation.
- G) Nothing in this Agreement shall affect the ongoing litigation involving CTCR members Joseph Pakootas and D.R. Michel and/or the State of Washington in their respective roles as plaintiffs against Teck Cominco Metals, Ltd. This Agreement is intended to facilitate inter-governmental coordination among the Participating Parties, in the exercise of their respective sovereign governmental activities, to further their goals of investigating and remediating the Site in full compliance with CERCLA, relevant EPA guidance and in a manner not inconsistent with the NCP.
- H) Nothing in this MOA shall be construed as obligating the Participating Parties, their officers, agents or employees, to expend any funds in excess of appropriations authorized by law.
- I) The effective date of this Agreement shall be the date upon which it has been signed by all of the Participating Parties ("Effective Date").
- J) Any Party may withdraw from this Agreement upon thirty (30) days advance written notice to the other Participating Parties.
- K) This Agreement will be reviewed by the Participating Parties as established in paragraph V.B.ii. of this Agreement and may only be modified in writing by the



unanimous agreement of all Parties participating as Participating Parties at that time.

BY THEIR SIGNATURES SET OUT BELOW, THE PARTICIPATING PARTIES  
TO THIS MOA AGREE TO THE TERMS AND CONDITIONS SET OUT ABOVE.

For the Washington Department of Ecology

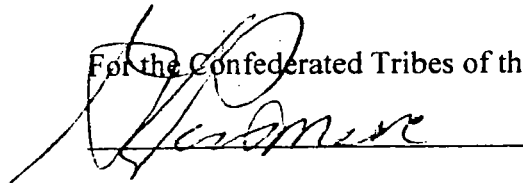
 Date 5/14/07

James J. Pendowski, Director

Toxics Cleanup Program

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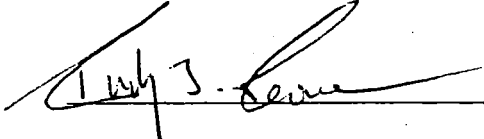
For the Confederated Tribes of the Colville Reservation

 Date 3 May 07

Gary Passmore, Director

Environmental Trust Department

For the Spokane Tribe of Indians

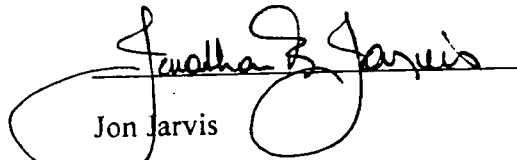


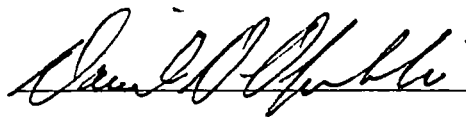
Date May 18, 2007

Rudy Peone, Director

Department of Natural Resources

For the U.S. Department of the Interior

 Date 5/18/07  
Jon Jarvis  
Lead Departmental Official

 Date 5/2/2007

Daniel D. Opalski, Director

Office of Environmental Cleanup

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## Appendix A Process for Review of Teck Cominco Deliverables

The Participating Parties will have the opportunity to review and comment on all Teck Cominco Deliverables. The following outlines the process for review and comment on deliverables submitted by Teck Cominco.

1) Receive Draft Document (Teck Cominco sends to all Participating Parties)

- Electronic version on due date (to an ftp or Website with email notification)
- Hard copy on due date (to the respective Participating Parties project manager )
- Hard copies within three days of the due date to review group

2) Review time (TBD based on nature of deliverable – likely 2 to 6 weeks from receipt of the document. This review time must include any “internal” coordination of comments, so that at the end of the review time, one comment letter or memo is prepared from each of the Participating Parties). These comments will be sent to EPA. A WORD file will be utilized to facilitate comment coordination. In addition, the comments may be sent “officially” as a PDF or hard copy.

- The Participating Parties Project Managers (PMs) will hold a conference call within 3 working days of receipt of the deliverable to discuss the length of review time required.
- Conference calls with PMs (during Review time) will be conducted to list or acknowledge concerns from each party. This should take place within the first week or two of review time depending on the size of the document.
- Additional meetings may be required depending on the nature of the deliverable and/or the concerns with the deliverables.

3) Written Comments to EPA (copied to all Participating Parties) (NOTE: EPA may use some kind of web-based comment board or electronic tracking tool)

- Comments shall be provided with specific reference to section and shall include suggested revised language as appropriate. General comments will refer to specific sections to the extent practicable.

4) Participating Parties Meeting/Consultation.

- EPA will organize all comments received (i.e., as a preview comment letter to Teck Cominco) and provide them to the Participating Parties. EPA will discuss comments with the Participating Parties for clarification and issue resolution. EPA will provide a note if a comment is not going to be forwarded to Teck Cominco.
- In the event that agreement on comments cannot be reached between EPA and the Participating Parties, a dispute resolution process is outlined in Section VI of this MOA.

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5) EPA Consolidates Final Comments

- Comments to Teck Cominco will be shared with the Participating Parties prior to their being sent to Teck Cominco. The format will be a letter to be sent to Teck Cominco. (The Participating Parties will be copied on the letter)
- There may be a brief discussion with the Participating Parties on this letter, however it is expected that issues will already have been resolved.

6) Teck Cominco/ EPA meeting (includes all Participating Parties).

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- Clarify written comments
  - Discussion may include response suggestions.

7) Receive re-drafted document from Teck Cominco.

8) Steps 2 to 6 are repeated as needed.

9) EPA issues approval/disapproval letter.



**Deliverables to be reviewed:**

Technical Memorandum On Risk Management-Based Action Objectives For Ecological Risk Assessment (this is the same as problem formulation for ecological risk assessment)

Draft Ecological Risk Assessment Work Plan

Draft Human Health Risk Assessment Work Plan

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Draft Ecological Risk Assessment Report

Draft Human Health Risk Assessment Report

Any Action Memorandum for early response actions

Draft Feasibility Study

RI/FS work plans

RI/FS sampling and analysis plans

Cultural resources coordination plans

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Technical Memorandum On Modeling Of Site Characteristics

Preliminary Site Characterization Summary And Data Gap Evaluation

Remedial Investigation Reports

Treat ability or Pilot Study Work Plans

Treat ability or Pilot Study Sampling And Analysis Plans

Treat ability or Pilot Study Evaluation Reports

Site Health And Safety Plans

All other technical memoranda and reports identified in the Settlement Agreement as deliverables

## **Appendix B Process for Review of EPA Documents**

### **1) Receive Draft Document**

- Document sent in electronic version and hard copy sent to agreed upon list of recipients.

2) Review time (TBD based on nature of deliverable – likely 2 to 6 weeks. This review time must include any “internal” coordination of comments, so that at the end of the review time, one comment letter or memo is prepared from each of the Participating Parties). These comments will be sent to EPA. A WORD file will be utilized to facilitate comment coordination. In addition, the comments may be sent “officially” as a PDF or hard copy.

- The Participating Parties Project Managers (PMs) will hold a conference call within 3 working days of receipt of the deliverable to discuss the length of review time required.
- Conference calls with PMs (during Review time) will be conducted to list or acknowledge concerns from each party. This should take place within the first week or two of review time depending on the size of the document.
- Additional meetings may be required depending on the nature of the deliverable and/or the concerns with the deliverables.

### **3) Written Comments to EPA (copies to all Participating Parties)**

- Comments shall be provided with specific reference to section and shall include suggested revised language as appropriate. General comments will refer to specific sections to the extent practicable.

### **4) Participating Parties Meeting (if needed)**

- EPA will organize all comments received for discussion purposes. (Notations may be provided for not accepting a comment.)
- In the event that agreement on comments cannot be reached between EPA and the Participating Parties, a dispute resolution process is outlined in Section VI of this MOA.

### **5) EPA will revise the document.**

- Response to comments will be made which outlines how comments will be addressed.